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Current Topics.

The Supreme Court of Judicature (Amendment) Bill.

THE debate in the House of Commons on Monday, on the Second Reading of the Supreme Court of Judicature (Amendment) Bill, which provides for the addition of two judges to the Probate, Divorce and Admiralty Division of the High Court of Justice, resolved itself into a conflict between those who favoured an immediate easing of the present situation without necessarily giving an unqualified approval to the existing system with respect to the allocation of judicial strength, and those who wished to utilise it as a lever for the early introduction of more drastic changes. Thus suggestions were made that the additional appointments should have reference to the King's Bench Division so that the new judges would be available for divorce and other circuit business, that the existing limitations of the assize jurisdiction in divorce cases should be abolished, and that jurisdiction to try such cases should be conferred on the county courts. The occasion was also taken to reiterate the suggestion that probate cases should be dealt with in the Chancery Division, that Admiralty and commercial cases should be put together, and that all judges should be in a position to try divorce cases where they arose. The comparatively small majority by which an amendment for the rejection of the Bill was defeated (192 votes to 103) indicates that the tackling of the situation by more comprehensive measures finds considerable favour with the House, particularly in light of the unanimous recognition of the need of immediate action and the fact that success of the opposition would inevitably have been attended with some delay in the application of remedial measures. Further opportunity to discuss the wider issues may be afforded later in the present Session, for, as the Solicitor-General recalled, the announcements made in the King's Speech have reference not only to proposals for providing additional judicial strength for the Probate, Divorce and Admiralty Division, but also for carrying out some of the recommendations of the Royal Commission on the Dispatch of Business and of the Law Revision Committee. The raising, in connection with a Bill concerned with the narrower problem, of wider issues which could appropriately be discussed in connection with the other measure was accordingly deprecated.

Effect of the Bill.

IN moving the second reading, the Attorney-General intimated that the effect of the measure would be that the Probate, Divorce and Admiralty Division would consist of the President and four puisne judges. One of the additional appointments would be permanent and the other after the lapse of a year would only be filled on an address by both Houses of Parliament representing that the state of business in the court required an additional judge. Thus, if a vacancy occurred and the number of judges fell to three, the fourth place would not be filled except on an address passed by both Houses, and if no address were passed and a further vacancy occurred reducing the number from three to two, that vacancy could be filled by letters patent without an address by Parliament. The Attorney-General drew attention to the need of the increase in judicial strength occasioned by the existing congestion in the lists and the prospective increase of business as a result of the coming into force of the Matrimonial Causes Act, 1937, next January. The congestion is most acute in regard to defended divorce causes which show a progressive increase in arrears and has also been occasioned to some extent by the increase in Admiralty work which, it was thought, would be more likely further to increase than decrease. The new Act, moreover, is calculated not only to add to the number of cases with which the courts will be confronted, but also, in light of the new grounds for divorce, to the time required for their hearing. The immediate need for some addition to the judicial strength of the High Court is thus evident, and without expressing any opinion of the merits or otherwise of proposals affecting the existing divisions of the High Court, we regard it as matter for satisfaction that the House gave its approval to a measure which effects this desired object with the greatest expedition.

"In the Course of the Employment."

THIS familiar phrase which comes from the Workmen's Compensation Act might seem at first sight to offer little scope for divergence of judicial opinion, and indeed the whole Act, as the late Mr. CHAMBERLAIN thought, was so clear and unambiguous as to be so plain that even he who runneth might read without stumbling, yet it has perhaps set more conundrums for the solution by the courts than any other recent product of the Legislature, affording yet another

illustration of the truth of BACON'S aphorism that "the greatest sophism of all sophisms is the equivocation and ambiguity of words and phrase." What seems more easy of precise comprehension than the words "in the course of the employment," and what other phrase has given rise to so much litigation? Only last week it was again considered by the House of Lords in *Blee* v. *London & North Eastern Railway Co.*, and the decision arrived at, in opposition to that taken by the Court of Appeal, was that a ganger in the service of the railway company who was called out on emergency duty late at night and who was fatally injured by being struck down in the street by a motor car when proceeding to the spot where the emergency had arisen, had met with the accident "in the course of his employment," and, therefore, that his widow was entitled to compensation. The Court of Appeal had taken the view that the deceased man did not resume his employment till he reached the place of the emergency breakdown; the House held that, when the man left his house in obedience to the call, he thereupon was engaged in the performance of his contract of service. As citizens, we may deplore the ambiguities arising from legislation, but we have at least the consolatory reflection, humorously put by LORD MACMILLAN in his recent volume of essays, "that the increasing intervention of Parliament in the life of the people by means of imperfectly framed statutes will, at any rate, save many lawyers from swelling the ranks of the unemployed."

Family Inheritance.

THE Inheritance (Family Provision) Bill was read a second time in the House of Commons last Friday week. As has been noted in these columns (80 SOL. J. 983; 81 SOL. J. 86), a Bill bearing the same title was introduced last year and passed through the second reading stage last January. The present Bill is in identical terms with those of the former measure as amended by the Standing Committee. An earlier measure based, like its successors, on certain recommendations of a Joint Select Committee of both Houses of Parliament, was introduced in 1934 and reached the report stage, but neither then, nor during the earlier part of the present year, could Parliamentary time be found for the remaining stages. The main provisions of the present measure have been indicated in the earlier paragraphs already alluded to and these need not be repeated, but an important amendment introduced in committee which is duly incorporated in the present Bill should be noted. This is to the effect that the court shall have regard to a testator's reasons so far as they are ascertainable for his dispositions by will or for not making any provision or further provision for spouse and children, that the court may accept such evidence of those reasons as it considers sufficient, and that if a testator leaves a statutory declaration as to his reasons purporting to be made for the purposes of the Act, the declaration shall be accepted as *primâ facie* evidence of the truth of matters therein stated, whether as to his motives or as to the facts that influenced him. During its passage through Parliament the measure encountered the opposition both of those who object to the fettering of a testator's power of disposition and of those who favour the introduction of the Scottish system of giving the spouse and children defined rights in the testator's property from the beginning. It may be urged in favour of the former type of opposition that the fettering of testamentary powers involves driving a wedge between the hitherto indissolubly united notions of ownership and freedom of disposition, and in favour of the latter that the Scottish and Roman system has at least stood the test of time. On the other hand it may be argued that the former view hardly justifies the retention of a freedom to put an end (even after death) to marital and parental duties enforced by law during a man's life. So far as the introduction of the Scottish system into this country, as contemplated by a Bill of 1931, is concerned, it is not uninteresting to observe that the above-mentioned Joint Committee rejected this proposal. The matter is more fully dealt with in two articles, the first of which appears in this issue at page 914.

Population Statistics.

A FEW weeks ago we alluded to the threat to the individual's sense of reticence (a not unimportant aspect of his liberty) which appeared to lurk in legislative proposals to require on registration of a birth the furnishing of additional particulars for entry in a secret register. The form in which the Population Statistics Bill has been drafted does nothing to allay those fears. The Bill, of which the object is "to make further provision for obtaining statistical information with respect to the population of Great Britain; and for purposes connected therewith," does not in terms specify what further particulars are to be furnished, but proceeds by way of conferring upon His Majesty power by Order in Council to direct that upon the registration under the Registration Acts of any birth, stillbirth, marriage or death, there shall be furnished to the registration officer such further particulars relative to the matters specified in the schedule as may be specified in the Order. Paragraph 1 of the schedule sets out the matters with respect to which particulars may be required on registration of birth or stillbirth, para. 2 the corresponding matters on registration of death, but para. 3, which applies on registration of birth, stillbirth, death or marriage, embraces "any other matter with respect to which it is desirable to obtain statistical information with a view to ascertaining the social or civil condition of the population." The Bill provides that the draft of an Order shall be laid before each House of Parliament for a period of not less than twenty days, and that if either House, before the expiration of such period, presents an address to His Majesty against the draft or any part thereof, no further proceedings shall be taken thereunder; while, according to a proviso, if by part of any such Order it is proposed to direct any particulars to be furnished relative to any matters other than those specified in the first two paragraphs of the schedule, that part is not to have effect unless both Houses by resolution approve it. These provisions effect, of course, some check upon the extraordinarily wide inquisitorial powers with which the executive is apparently to be armed, but it may be urged that matters of this kind, closely bound up as they are with the liberty of the individual, provide the least possibly appropriate material for delegation, and that they should be the subject of definitive legislation by Parliament itself.

Road Safety: Street Lighting.

THE Departmental Committee on Street Lighting which was appointed by the Ministry of Transport in 1934 "to examine and report what steps could be taken for securing more efficient and uniform street lighting with particular reference to the convenience and safety of traffic, and with due regard to the requirements of residential and shopping areas," has now published its final report (H.M. Stationery Office, price 9d. net). In view of the important bearing of the subject upon the problem of road safety which has frequently been considered in these columns, it is proposed to make some, though necessarily a brief, reference to certain of the recommendations. The Committee advocates the grading of roads for lighting purposes into two well defined groups with a definite gap between them so that drivers shall be in no doubt in any given street as to which of their lights are required. The determining factor in the degree of street illuminant required in the first group would be the needs of traffic, in the second group it would be the convenience of residents and the requirements of the police. It is suggested that the lighting of the first group should be such as to render the use of headlights unnecessary in all circumstances (fog possibly excepted) and that on roads within the second group

the standard should be materially lower and such as normally to require the use of headlights, though special circumstances, such as knowledge of the neighbourhood or the low speed of the traffic, might render their use superfluous. A number of technical recommendations concerning the lighting of roads within the first group must be considered to be outside the scope of this journal, but it may be noted that with a few exceptions dictated by further examination of the problem the recommendations contained in the interim report of 1935 are adhered to. Other recommendations which may be mentioned are the lighting of guard posts on island refuges and the adequate lighting of street names—an admirable suggestion. In drawing attention to the publication of the report the Minister of Transport has expressed the hope that local authorities contemplating the installation or improvement of street lighting will have regard to the technical recommendations made by the committee. In our view the setting of two definite standards with reference to the dominant objects for which street lighting is provided, and the elimination of intermediate grades, should materially assist towards the attainment of conditions of safety with reference to driving at night.

The Solicitors' Benevolent Association.

READERS need not be reminded of the excellent work performed by the Solicitors' Benevolent Association in providing assistance to the less fortunate members of their profession, as well as to relatives and dependants. A special interest is, however, attached to the festival dinner of the Association, recently held at Drapers Hall, in that the Association is now in the eighteenth year of its existence. Sir WILFRID GREENE, M.R., was able to announce on that occasion that the total benefits distributed by the Association since its inception amounted to nearly £500,000, while the total membership now numbered between 6,000 and 7,000, and the sums which the Association had been able to disburse during the past year had risen to £17,000. Mr. ROBERT C. NESBITT, chairman of the board of management, who presided at the dinner, said that members of the profession had not been ungenerous towards their less fortunate colleagues, but he expressed the hope that the eightieth year of the existence of the Association would be marked by increased donations in order to extend its beneficent work. A full report of the proceedings appears on p. 926 of the present issue.

Recent Decisions.

IN *O'Brien* v. *Daily Telegraph, Ltd.* (*The Times*, 4th November), the plaintiff's action for damages in respect of an alleged libel by the mistaken importation of the name of his business into an account of prosecutions for alleged offences on neighbouring premises in connection with music, dancing and the sale of drink without a licence, failed, HILBERY, J., holding that the article complained of was incapable of a meaning defamatory of the plaintiff.

In *Blee* v. *London and North Eastern Rly. Co.* (*The Times*, 6th November), the House of Lords reversed a decision of the Court of Appeal and restored that of a county court judge to the effect that a ganger, who received injuries by being knocked down by a motor car on his way to the company's premises in response to an order to assist in replacing derailed trucks, received such injuries in the course of his employment within the meaning of the Workmen's Compensation Act, 1925. Payment for such work outside his regular hours was by overtime calculated from the time when he left his home. The injuries proved fatal and his widow was held to be entitled to recover compensation. Compare *Alderman* v. *Great Western Rly. Co.* [1937] A.C. 454.

In *Morley* (*H.M. Inspector of Taxes*) v. *Tattersall* (*The Times*, 6th November), LAWRENCE, J., held that the respondents were assessable to tax under Case I of Sch. D of the Income Tax Act, 1918, in respect of unclaimed balances—distributed as profits—received on the sale of racehorses and remaining in their hands owing to the fact that vendors neglected to send a written order for payment of the purchase moneys received on their behalf by the respondents. The respondents considered themselves liable for and would repay the moneys when required, but it was held that this was merely a contingent liability which did not affect the assessability to tax on the moneys distributed as profits.

In *Hood* v. *W. H. Smith and Sons Ltd.* (*The Times*, 5th November), the plaintiff was awarded £355 damages for libel and £5 damages for breach of copyright in respect of the publication of her photograph with the words "Dans le Numero. Confidences d'une Amoureuse" on the cover of a magazine described by LORD HEWART, C.J., as "an abominable disgrace to the printing press."

In *The Cristina* (*The Times*, 9th November) the Court of Appeal (GREER, SLESSER and SCOTT, L.JJ.) upheld a decision of BUCKNILL, J., to the effect that the Spanish Government intended a decree, under which vessels registered at Bilbao were requisitioned, to apply to a vessel so registered and lying at Cardiff and that it took possession of the vessel in pursuance of that intention, with the result that the court had no jurisdiction to try the issue between that government and the owners who had issued writs in the British Admiralty Court claiming possession of the vessel. *The Jupiter* [1924] P. 236, followed.

In *Dried Milk Products Ltd.* v. *Milk Marketing Board* (p. 924 of this issue), GODDARD, J., held that bottled cream which was subjected to the same process as tinned cream by being placed in a steaming chamber for sterilising purposes was, with reference to the Milk Marketing Scheme, made under s. 5 (i) (*e*) of the Agricultural Marketing Act, 1931, tinned cream and not milk manufactured into other products, and that a purchaser was accordingly entitled to the rebate attached by the scheme to tinned cream.

In *Rex* v. *Rothfield* (referred to in *The Times*, 9th November), the Court of Criminal Appeal (LORD HEWART, C.J., and HUMPHREYS and DU PARCQ, JJ.) dismissed the appeal of one who had been convicted at the Central Criminal Court of obtaining money by false pretences and fraudulent conversion. The ground of appeal was that the judge at the trial had refused to quash the indictment which had been preferred by leave of a judge in chambers, under s. 2 (2) of the Administration Act, 1933, without the appellant having been committed for trial, and it was indicated that the Court of Criminal Appeal had no jurisdiction to inquire into the exercise of the discretion given to a judge in that matter under the statute.

In *Rex* v. *Robinson*: *Rex* v. *Brown* (*The Times*, 10th November), the Court of Criminal Appeal (LORD HEWART, C.J., and HUMPHREYS and DU PARCQ, JJ.) quashed the appellants' convictions before the Common Serjeant at the Central Criminal Court of obtaining money by false pretences in connection with the sale of shares. A sentence of twelve months' imprisonment, to run concurrently with that passed in respect of the false pretences conviction, which had been passed on the second appellant for an admitted offence under s. 142 of the Companies Act, 1929, of taking charge in the management of a company while an undischarged bankrupt, was reduced so as to entitle him to an immediate discharge on the determination of the appeals.

In *Morris* v. *Winsbury-White* (*The Times*, 11th November), the plaintiff's action against a surgeon for alleged negligence in discharging him from hospital with a draining tube still in his body, failed, TUCKER, J., intimating that there was not the slightest foundation for any suggestion that the defendant had in any way failed in his duty towards the plaintiff. The question of liability for the routine acts of the hospital staff was ruled out by the form of the case as pleaded.

Criminal Law and Practice.

POTENTIALLY DANGEROUS DRIVING.

If ever any doubt existed as to the meaning of s. 11 (1) of the Road Traffic Act, 1930, it has been effectively removed by a recent decision of the Divisional Court (*Kingman* v. *Seager*, 81 Sol. J. 903). The respondent had been acquitted by the Middlewich (Cheshire) justices on a charge of driving a motor lorry at a speed dangerous to the public on Newcastle Road, Arclid, Cheshire. The laden weight of the lorry was 15 tons 8 cwt. 2 qrs., and the maximum speed allowed by law for a vehicle of that description was 20 miles an hour. The actual speed at which the vehicle was being driven at the time of the alleged offence was 40 miles an hour, a speed which it maintained for nine-tenths of a mile. It slowed to 33 miles an hour as it went round a bend.

Actually no other traffic and no member of the public was placed in a position of danger. The road was a Class A wide main road and it carried considerable traffic. In the neighbourhood where the alleged offence took place there was a bend, a cross roads and a converging road, with an appropriate "halt" sign at the cross roads and a "slow" sign at the converging road. The lorry was in good condition, and when he was asked to stop the respondent pulled up in 10 yards.

The sub-section provides "If any person drives a motor vehicle on a road recklessly or at a speed or in a manner which is dangerous to the public, having regard to all the circumstances of the case, including the nature, condition and use of the road, and the amount of traffic which is actually at the time, or which might reasonably be expected to be, on the road, he shall be liable—(*a*) on summary conviction to a fine not exceeding £50 or to imprisonment for a term not exceeding four months . . ."

In the course of his judgment the Lord Chief Justice said that the justices seemed to have confounded potential danger (which satisfied the section) and actual danger. It was enough to convict the defendant if it were found that his speed was of such a kind as to involve the risk of danger to traffic which might be on the road. It was not open to the justices as a reasonable tribunal to come to the conclusion that there was not a real, though potential, danger to traffic which might reasonably have been expected to be on the road. Mr. Justice Humphreys added that the danger was to be found in the speed itself. If justices were to be at liberty, on such a statement of facts as that before the court in the present case, to say that the offence of driving a motor car at a dangerous speed was not proved, no person could ever be convicted of that offence excepting where there had been an actual accident or the probability of one.

Even if the words "having regard to . . . the amount of traffic . . . which might reasonably be expected to be on the road" were not included in the section, it seems clear that speed itself may in law constitute the danger. This was stated in so many words by Mr. Justice Humphreys in the course of his judgment. Speed, however, must always be considered in relation to the circumstances, and it has been held (*Ex parte Stone* (1909), 73 J.P. 444) under the same words in the corresponding section of the Motor Car Act, 1903, that driving a car through a village at 23 miles an hour was dangerous.

In *Smith* v. *Boon* (1901), 45 Sol. J. 485; 65 J.P. 486, the words of Art. 4 (1) of the Light Locomotives on Highways Order, 1896, were "having regard to traffic on the highway," and it was held that traffic which was not in the immediate vicinity at the time of the alleged offence was not excluded from consideration. Section 1 of the 1903 Act expressly refers to traffic which might reasonably be expected to be on the highway, but Lord Alverstone, C.J., went so far as to say, in *Elwes* v. *Hopkins* ([1906] 2 K.B. 1), that evidence was admissible in a charge under that section of traffic which might reasonably be expected to be on the highway quite apart from the fact of the express inclusion of the words in the section. As the Lord Chief Justice observed in *Kingman* v. *Seager*, *supra*, the section was designed to penalise the creator of a situation not only of actual danger, but also of potential danger, and the decision of the court in that case is well supported by authority.

REFUGES AND PEDESTRIAN CROSSINGS.

The magistrates at Southend have taken a decided view on the vexed question whether a foot passenger on a refuge at a pedestrian crossing can be said to be on the carriage-way so as to be entitled to "free and uninterrupted passage" from vehicular traffic approaching the crossing (*R.* v. *Selliar*, 25th October). The defendant had knocked down an elderly man who had stepped on to the crossing from a refuge in the middle of the crossing. The chairman of the Bench said that the magistrates knew the island, that it was only there to divide the traffic, and the defendant should have complied with the regulations relating to crossings. The defendant was found guilty and fined £1 and 24s. costs.

It was contended for the defendant that the refuge could not be said to be part of the carriage-way because no vehicle could go through it. It was added that if refuges are part of the crossings motorists will never get over the crossings at all. The first argument is admirable and obviously common sense. The second, though somewhat exaggerated, nevertheless contains much practical wisdom. The existence of a refuge which is part of the carriage-way and where pedestrians may both linger and have precedence over vehicular traffic clearly puts an added and substantial obstacle in the way of traffic beyond that intended by the regulations. Under the Pedestrian (Traffic) Provisional Regulations, 1935, r. 7, "no foot passenger shall remain upon any crossing longer than is necessary for the purpose of passing from one side of the road to the other with reasonable dispatch." If the Southend magistrates are right it would appear to be illegal to linger on a refuge, which, as Euclid used to say, is absurd. It is no less absurd even where, as the magistrates found, a refuge is only there to divide the traffic, unless it is not a refuge at all, but only an indicator to traffic. If its only purpose in being on the carriage-way is to assist vehicular traffic then it cannot be called a refuge, but must be part of the carriage-way. This cannot, it is submitted, be true where it is erected as a refuge.

It is interesting to note that the Kingston Borough Magistrates came to a similar decision on 7th April, 1937, in *R.* v. *Shuter and Lebutt*, a case on which we commented (81 Sol. J. 348 and 448). The magistrates' decision was reversed at quarter sessions, but on an entirely different point. On that occasion we examined the statutory authority for the erection of refuges and came to the conclusion that they were not part of the carriage-way within the meaning of the latter word as defined by the authorities. In the Southend case a similar argument was used on behalf of the defendant. It was said the refuge was the same as the pavement or the kerb, and a pedestrian on the refuge was on a place reserved for pedestrians and not for the use of vehicles. Much undoubtedly turns on the statutory authority under which the refuge is erected. There is so much to be said against the view taken by the Southend Bench that an authoritative decision on the point is urgently needed.

The eleventh annual "Good Counsel" Ball in aid of the Society of Our Lady of Good Counsel (to give free legal assistance to the poor, irrespective of race and creed) will be held at the Claridge's Hotel, on Friday, 19th November. The Hon. Mr. Justice and Lady Langton will receive the guests. Lady Holman Gregory is Chairman of the Committee. Tickets 25s. each (including buffet and supper) can be obtained from the hon. secretary, S. Seuffert, Esq., at 53 Vicarage Court, Vicarage Gate, W.8.

Stop Lights, Hand Signals and Negligence.

MUCH confusion of thought is apparent in the controversy in the Press and public statements by representative bodies on the effect of the recent Court of Appeal decision in *Croston* v. *Vaughan* [1937] W.N. 263; 81 SOL. J. 882, now known as the "stop light" case.

The mistaken view seems to have prevailed that the appeal decides a point of law, namely, that in no case is a stop light on the rear of a motor vehicle a sufficient warning to following vehicles that the driver of the vehicle showing the stop light intends to slow down or stop. This misapprehension was partly contributed to by the fact that Lord Justice Slesser delivered a dissenting judgment which was based on the legal effect of the Road Traffic Act, 1930, and the regulations with regard to stop lights.

A close examination of the facts and the judgments in the case reveals that the decision is one of fact, although both Lord Justice Greer and Lord Justice Scott, who delivered the prevailing judgments, permitted themselves certain quite relevant observations on the legal effect of the Road Traffic Act, 1930, the Highway Code and the regulations with regard to stop lights.

The action was brought by a lady who was injured while a passenger in a taxi-cab which ran into the back of a motor car. There was a stream of traffic, and five cars were in the "immediate story." Car No. 1 had a stop light which gave an indication to the driver of Car No. 2. Car No. 3 had a stop light which its driver used, but she failed to give a hand signal. Car No. 4 stopped, and slightly bumped into Car No. 3. The driver of Car No. 5 started to apply his brakes, drew out to his right to pass on his off-side, but being unable to do so owing to on-coming traffic, came back into his own line of traffic, braked hard and crashed into Car No. 4 causing damages and personal injuries to the plaintiff who was a passenger in Car No. 4. She sued the driver of Car No. 3, the driver of Car No. 4 and the driver of Car No. 5.

Mr. Justice Porter expressly exonerated the driver of Car No. 4. He held that the two persons to blame for the accident were the driver of Car No. 3 and the driver of Car No. 5, and he apportioned the damages between them in the proportions of two-thirds in the case of the driver of Car No. 3 and one-third in the case of the driver of Car No. 5. In his findings of fact he held that the driver of Car No. 3 pulled up a good deal faster than a car usually does having regard to the distance between her car and Car No. 2. With regard to the stop light on Car No. 3, he said: "Finally, I think she is in error in imagining that a signal with the stop light behind is any substitute for a hand signal. It is quite impossible for people behind seeing a stop light to know what to do anything like so well as they do with a signal by hand; and while in no way is this court bound by the instructions given in the Traffic Code, they are, in many cases, of great assistance; and I believe it to be a wise and sensible protection for everybody, whether they have a stop light or not. If she had also given a hand signal at that time, no accident might have occurred." He held also that the driver of Car No. 5 was partly to blame for not making "sufficiently immediate preparations to enable him to stop his car."

Under s. 30 of the Road Traffic Act, 1930, the Minister of Transport may make regulations with respect to a number of matters, including "the appliances to be fitted for . . . intimating any intended change of speed . . . of a motor vehicle and the use of any such appliance, and for securing that they shall be efficient and in proper working order."

The Motor Vehicles (Direction Indicator and Stop Light) Regulations, 1935, made under the Road Traffic Act, 1930, provide for the position, colour and nature of the stop light, which cl. 3 defines as "a device fitted to a motor vehicle for the purpose of intimating the intention of the driver of the vehicle to stop or slow down." Clause 12 provides: "Nothing in these Regulations shall be taken to require that a direction indicator or a stop light shall be fitted to any motor vehicle."

Section 45 of the Road Traffic Act, 1930, empowers the Minister to make a code of directions "for the guidance of persons using roads" and provides: "A failure on the part of any person to observe any provision of the Highway Code shall not of itself render that person liable to criminal proceedings of any kind, but any such failure may in any proceedings (whether civil or criminal, and including proceedings for an offence under this Act) be relied on by any party to the proceedings as tending to establish or negative any liability which is in question in these proceedings."

In Part II of the Appendix to the Highway Code appear the words: "Signals by drivers should be given with the arm extended from the side of the vehicle at least as far as the elbow, where mechanical indicators are not used." Clause 37 of the Code states: "Before you stop, or slow down or change direction, give the appropriate signal clearly and in good time."

Lord Justice Greer made his view quite clear at the beginning of his judgment that the Court of Appeal could not interfere with the estimate found by the judge who tried the case of the proportions in which damages should be distributed, and that it was usually reluctant to do so in matters of this kind, which usually arise in Admiralty proceedings. He said that in deciding the question of liability the learned judge had found that the driver of Car No. 3 was guilty of two faults, i.e., stopping violently or too late and not putting out her hand, while the driver of Car No. 5 was guilty only of one fault, i.e., in stopping too late. His finding of liability could not be appealed against, and therefore, as the judge based his findings on the proportions of liability for the damage on his findings as to liability, which could not be appealed against, that was sufficient to dispose of the appeal and to induce him to say that it must be dismissed with costs.

His lordship added certain observations "because there has been a good deal said about the effect of the Statutory Rules and Orders and the Code made under the Road Traffic Act, 1930." He interpreted r. 37 of the Code (above) as meaning: "Before you put on the stop light give an appropriate signal." He also said: "It seems to me to be the custom of the really careful driver to give the hand signal when he is about to slow down." After explaining that the hand signal was higher up than the light signal and just level with the eye of the driver behind, he said: "I think that the learned judge was entitled to say that the absence of a hand signal at a time when it ought to be given before the sudden putting on of the brakes is sufficient to enable him to say that in that respect Mrs. Buckley is to blame as well as for putting on her brakes too late before the collision."

In a dissenting judgment Lord Justice Slesser said that he had decided after hesitation that there was no failure of duty in not using a hand signal, as the effect of the 1930 Act and the 1935 Regulations (above) was that the use of the stop light was sufficient compliance with the law as to warnings to drivers behind. "The legislature," his lordship said, "took the view that the intention to slow down as an overt intention is immediately expressed by the application of the brake, and there is no anterior time to be considered before that."

There was nothing in the Highway Code inconsistent with that view, especially as the reference to the mechanical indicator in Pt. II of the Appendix (above) had been inserted after the passing of the Regulations of 1935, or at about the same time. His lordship thought that the damages should be apportioned equally and inclined to the view that for want of better guidance the Maritime Conveyance Act, 1911, s. 1 (1) (*a*), should be followed, which provides that damages should be apportioned equally when having regard to all the

circumstances of the case it is not possible to establish different degrees of fault.

Lord Justice Scott agreed with Lord Justice Greer, but pointed out that both the stop light and the hand signal were ambiguous in view of reg. 3 of the 1935 Regulations (above) and the Highway Code. He stressed that the stop light only operated immediately the brake was applied and not before. Even if Lord Justice Slesser's view of the law were correct he said that he could not differ from the estimate of the blame, as the learned judge's real view appeared to be that the driver of Car No. 3 either could have stopped more gradually, or, if she was going to stop suddenly, she should have given more indication of her intention to do so than she actually did. He added that it was a matter for the consideration of the tribunal in all the circumstances of the case whether the common law duty of care which was not expressed in the Code or the Regulations had been complied with, and he respectfully agreed with the learned judge's findings.

It is abundantly clear from the prevailing judgments in this case that the question with regard to the sufficiency of stop lights is one of fact to be decided according to the facts of the individual case before the court, as the Minister of Transport so clearly said in an answer to a question in the House of Commons on 3rd November (81 Sol. J. 906). In certain emergencies the stop light is the only possible precaution, and indeed the decision of the Court of Appeal does not rule out any circumstances as irrelevant to the consideration whether a stop light is sufficient warning in any given circumstances, having regard to what is possible. The Act and Regulations mean no more than that if a stop light is used, it shall be of a given colour and description and in a certain position, and the Highway Code does not carry the matter any further. Contrary, therefore, to popular belief, *Croston* v. *Vaughan* decides nothing except a very special issue of fact.

Inheritance (Family Provision) Bill

I.

On Friday, 5th November, 1937, the Inheritance (Family Provision) Bill passed its second reading in the House of Commons without a division. A similar Bill progressed last year to the end of the Committee stage, and appears only to have failed to pass the House of Commons by reason of changes and chances quite irrelevant to its subject-matter. It was in fact down for the Report stage on a Friday, whose sitting was cancelled owing to the fact that the Thursday sitting was still in progress on Friday at 11 a.m.

In these circumstances, and having regard to the fact that the Bill has passed its second reading at so early a stage in the present session, it appears highly probable that it will pass through the House of Commons on this occasion. Since the Bill deals entirely with "lawyers' law," it is imperative that both branches of the profession should understand both its policy and its method at a stage early enough to affect its future progress. As will appear, the principle of the Bill is open to very strong exception, and even granted that the principle be accepted, the Bill is a defective instrument for giving effect to its apparent purpose. Consequently it would be disastrous if such a measure as this reaches the Statute Book without at least very drastic amendment. We may be further permitted to remark that the subject-matter of the Bill is a very strange one for a Private Member's Bill. At the present time the private law is in process of revision, which is being steadily and effectively accomplished by Government Bills introduced to implement the recommendations of the highly authoritative Law Revision Committee. On so technical a question as that with which the Bill deals it seems inadvisable that reform should be left to individual enterprise.

The title of the Bill is as follows: "A Bill to amend the law relating to testamentary dispositions; and for other purposes connected therewith." By s. 9 (2) the Act is to come into force a year from its passing; by s. 6 it does not apply to testators dying before such date.

The substance of the Bill is to be found in s. 1 (1), which must be read in conjunction with the definitions contained in s. 8. Put shortly, the effect of those provisions is that if a testator has not by his will made "reasonable provision for the maintenance of a spouse or child" the court has a discretion to vary his will by making "such reasonable provision as the court thinks fit" for the maintenance of any spouse or child. The word "child" includes the child of a child of the testator who has predeceased the testator, and also an adopted child or a child *en ventre sa mère* at the testator's death. The provision is to be made out of the "testamentary property of the testator," which is defined to mean "the real and personal estate of such testator to the extent of the beneficial interest therein disposed of by his will," and property appointed by him under a general power, "after deduction therefrom or making provision thereout for the funeral, testamentary and administration expenses and the debts and liabilities of such testator so far as the same fall to be paid out of the estate or interest so disposed of by his will."

By the later sub-sections of s. 1 the court is apparently authorised to admit and consider any sort of evidence of the family history, mutual relations and circumstances; and in dealing with those applications it is to "have regard to the testator's reasons, so far as ascertainable, for making" the dispositions which he did make. On this subject the testator may make a statutory declaration as to his motives, which "shall be accepted as *prima facie* evidence of the truth of the matters stated therein."

By s. 2 the application to the court must be made within six months of the date of the grant of probate or of letters of administration with the will annexed.

By s. 3 provision is made for making the order of the court an integral part of the will.

By s. 4 the court is given power to vary its orders, provided that it may not direct increased maintenance.

Section 5 provides as follows: "The court may order that the costs of any party to an application shall be paid in whole or in part out of the testamentary property of the testator, or any part thereof or interest therein, and no beneficiary under the testator's will shall be ordered to pay the costs of any applicant for an order under this Act."

Section 7 defines "the court" as the High Court or one of the Palatine Courts or the county court: the jurisdiction of the county court does not, however, arise till the year 1940, and then only if county court rules are made assigning such proceedings to it and in cases where the "net estate" of the testator does not exceed £2,000.

Such is a very brief summary of the contents of the Bill, but since a good deal appears to turn upon its wording, it is desirable that any reader who may be interested in it should procure a copy of its actual text from His Majesty's Stationery Office, price 2d. net.

Now the first question which it is necessary to consider is as to the general policy to which the Bill is to give effect. Such policy must, of course, be taken to have the approval of the House of Commons now that the Bill has been read a second time, but is open for consideration on second reading in the House of Lords. The mischief aimed at by the Bill is, of course, obvious. A crude form of it is that a man might leave his fortune to his mistress, and his wife and children in the gutter. The Bill, of course, goes much further than this, since it applies either to a husband or a wife, and will in some cases prevent a testator from effectively disinheriting one of his children for the benefit of the others. Now, problems of this sort were perfectly well known to the Roman lawyers, who dealt with them by the system of "*portio legitima*": and such a system exists to this day in many

foreign systems of law. In this country on the other hand, the absolutely free disposition of property whether *inter vivos* or by will has long become a cardinal principle. A man may do what he wills with his own. Whether this principle be good or bad, it is one which ought at this date only to be trenched upon after the most mature consideration and in a statute most carefully drafted. The present Bill appears to be an attempt to compromise between the existing English principle of free disposition and the Roman system. As we shall see, the Act can easily be defeated by any testator who consults a competent solicitor, and at the same time is an invitation to all concerned to embark upon litigation of the most uncharitable character. In these circumstances, various points arise for consideration. The first is whether anything ought to be done at all; the second is whether it would not be better, if anything is to be done, to go to the full extent of the Roman law; and thirdly, assuming that the compromise principle of the present Bill is finally accepted, how can the Bill be made both watertight and workable?

With the first and second of these questions it is not our intention to deal further in these articles, but we propose to give some account of our views upon the third. To this end it is first necessary to see what loopholes there are in the Bill as drawn.

The first thing which springs to the eye is that the Bill makes no attempt at all to deal with settled property, whether such property be settled without reference to the Act or whether it be settled with intent to defeat the Act. The provision which the court can make under the Bill is out of the "testamentary property"; that is defined in effect as the testator's property at his death less his debts and liabilities. There are no words to catch property in which the testator once had an absolute interest, but which he has settled, giving himself a life interest; there are no words to catch property of which he has made an out and out gift *inter vivos* however shortly before his death; and there are no words to prevent his enjoying the entirety of his property during his life, but entering into a covenant that immediately after his death his executors shall pay out a sum which will exhaust his estate. Such a covenant would create a debt and such a debt would be deductible before ascertaining the testamentary property.

Again, although the Act will apply to property appointed by the testator under a general power, there is nothing in it to affect the exercise of special powers of appointment. Consequently, if a testator has no property save property in which he has a life interest with power to appoint among issue, he may still capriciously disinherit some one or more of his issue; while if he has property which is his absolutely, the Act prevents free disposition of it. Such appears to be a curious inversion: a man may not do what he wills with his own, but he may do as he chooses with that which he has a special power to appoint.

It is obvious, therefore, that the Bill labours under very grave initial disadvantages, and a serious effort is called for if it is to be made in the least watertight. We venture to suggest, therefore, first that the Act should be made to apply to the exercise of special powers of appointment among issue; secondly, that words should be inserted excluding from the definition of debts, debts voluntarily incurred; and thirdly, that words should be inserted bringing within the scope of the Act property of the testator voluntarily settled *inter vivos*. We would suggest tentatively that the provisions enacted to circumvent attempts to escape liability to estate duty might be regarded as a model. The "three years rule" might suitably be applied.

These suggestions are, of course, entirely without prejudice to the question whether the Bill is right in principle at all, and are directed to making it a more workmanlike measure. In a later article we shall deal with a number of smaller points on which we think the Bill should be amended.

Company Law and Practice.

The Issue of Shares at a Discount: Position of the Allottee.

One of the complete novelties introduced by the Companies Act, 1929, was the restricted permission to issue shares at a discount contained in s. 47. It is not surprising, therefore, to find that questions of some difficulty continue to recur on the application of that section, though the cases decided before the passing of that Act—where an issue of shares at a discount was altogether impossible—are still of importance when advising on a case where the restrictions and conditions of the new section have not been scrupulously observed. Not so very long ago I examined in these columns some of the questions which s. 47 may raise, and at that time I considered the problem from the point of view of the company and its directors who propose to or have issued shares at a discount. It was not possible at the same time to go into the position of an allottee of such shares, and this week I wish to remedy that defect by considering his rights and remedies where an allotment at a discount has not been properly made.

Now the position of such an allottee since 1929 is, it is submitted, exactly the same as the position of any allottee of shares issued before 1929 at a discount. Before 1929 an issue at a discount, not being allowed by statute, was altogether illegal by reason of the general law, inasmuch as it was equivalent to an unauthorised reduction of capital. The law on this point has been explained in numerous cases, of which *Trevor* v. *Whitworth*, 12 App. Cas. 409, is the most well known, and I need not pursue it here. Suffice it to say that an issue at a discount was inherently impossible, and that the allottee had to pay for that knowledge of the law which he was presumed to have by paying up his shares in full. Since 1929, it is true, an issue at a discount is no longer inherently impossible, but it is only allowed on certain well defined terms, the fundamental proposition remaining a negative one. If, therefore, the conditions laid down by s. 47 are not performed, the statutory exception has not been brought into play, and it is submitted with some confidence (though the point has not apparently been judicially determined) that the position is the same as where an attempt had been made to issue shares at a discount before 1929.

Bearing these preliminaries in mind, let us take the case of a shareholder in a company who has agreed to take his shares at a discount. For some reason or other the issue is bad; one of the provisoes to s. 47 (1) has not been complied with. Then, if the contract to take the shares has not been completed by entering the name of the allottee on the register of members, it cannot be enforced and no damage is done. But if the contract is an executed contract and the allottee is registered in respect of the shares in question, difficult questions may arise. In the first place, it is now generally accepted that the contract is not void so as to enable the shareholder to have the register rectified by the deletion of his name. The contract is a contract to take shares and it is a good contract. If there is added to that contract a condition whereby the shareholder is purported to be relieved of a part of his liability to pay for the shares, then, in so far as that condition contravenes the general law, it is bad and the contract remains as a contract to take the shares and pay for them in full. In other words, he is liable for calls until the full nominal amount has been paid on the shares, whether the calls are made by a liquidator in a liquidation or by the directors while the company is a going concern.

This rule may, it is clear, operate very harshly on an allottee. For instance, the issue may have been made a day or two outside the time specified in s. 47 (1) (*d*), or the resolution authorising it may have been technically deficient in some respect. In some circumstances, however, an allottee may get relief by way of rectification of the register if he acts promptly on discovering the true legal position and if in the

meantime he has not done anything which can be interpreted as an assent to becoming a member of the company in respect of the particular shares. This seems to be the effect of the cases to which I must now turn. The first is *In re Almada and Tirito Company*, 38 Ch. D. 415. In that case the company had resolved to increase its capital by the issue of a number of £1 shares credited with 18s. per share paid. Applications were received and shares allotted, the applicants paying a deposit of 1s. for each share. About six months after the passing of the resolution one of the applicants became aware that the company had no power to issue shares credited as partly paid up, and he thereupon immediately moved that the register of members of the company might be rectified by striking out his name and that the money paid on his shares might be returned to him. Chitty, J., refused him the relief he sought on the grounds that the issue of the shares was valid, but the Court of Appeal took a different view of the matter. At the end of his judgment Cotton, L.J., says: "I must hold, therefore, that there was no power at all to issue shares on the footing of this memorandum," by which the learned Lord Justice meant that, where shares are issued, they must conform to the provisions then required to be inserted in the memorandum fixing the amount in money of the shares. On this basis he then proceeded as follows: "If these shareholders were put on the list and remained on the list, they would in the event of winding up be liable to pay not only the unpaid shilling which is now unpaid, but the whole 18s. which still remains unpaid, that being the only limit of their liability. . . . The result, therefore, must be that, as the company has put these gentlemen on the list of shareholders, and they did nothing which in any way was an assent to that being done, the contract being one which the company could not carry into effect, we must make an order that their names be removed from the register." Now the effect of this passage is by no means clear. The learned Lord Justice in the first place held that there was no power to issue the shares, and further held that the company had entered into a contract which it could not carry out. In his judgment the applicants were, therefore, entitled to rectification, and presumably would have been so entitled at any time until a winding-up had introduced other rights making this impossible. But reliance was also placed on the fact that the applicants had not in any way assented to being put on the register—although they must have applied for shares with that end in view. It appears, however, that the main ground for the decision was that the company had no power to issue shares at a discount, this point being emphasised also by Lopes, L.J., but it has been suggested already in this article that even if this be so the contract remains nevertheless a valid contract to take the shares carrying with it the usual obligation to pay for them in full. It seems, therefore, that the decision in *In re Almada and Tirito Company, supra*, can only be regarded as a decision founded on a particular contract construed in the light of the Companies Act of 1862 and 1867, and is not, perhaps, authority for the general proposition as to relief set out above. Support for this proposition must be found in *In re James Pitkin and Co. Limited* [1916] W. N. 112. This was a case of a small family company which was in need of £100. One of the directors agreed to take 200 of the unissued shares of £1 each of the company, paying for them at the rate of ten shillings per share. The shares were allotted to him and he received a certificate stating that he was the registered holder of 200 fully paid shares of £1 each. Shortly afterwards he discovered that the allotment was irregular and a correspondence ensued which ended with a formal demand on behalf of the company for payment of £100 as the balance remaining owing on the shares. The director thereupon moved to rectify the register by having his name removed therefrom in respect of these 200 shares, and he also claimed that the company should return to him the £100 already paid by him and cancel the share certificate. The evidence was that he had taken the shares in order to assist the company after having been told by the secretary that the transaction was quite in order, and that he would never have taken them if he had known that that would have involved his paying the full amount of £200. The report is a short one, and on one point at least one could wish it had been longer, for it is not clear on what evidence the learned judge who heard the matter came to the conclusion (as conclude he did) that the director had assented to becoming a member of the company in respect of these shares so as to be barred from the relief he sought. The judgment of Eve, J., is, so far as is material, reported in these words: "Eve, J., said that it could not be doubted, on the evidence, that the contract was to issue shares at a discount of 50 per cent. That was a contract which the company could not legally complete, and if it had been executory it could not have been enforced by the applicant. Having regard to the authorities cited, his lordship thought that if the applicant had done nothing amounting to an assent to be treated as a member of the company, he might have repudiated the contract on discovering that it was invalid and have obtained relief. In the present case, however, the applicant having assented to become a member of the company, it was now too late to rectify the register merely on the ground of mistake as to the legal results . . ." The result, therefore, was that the director must remain the registered holder of the shares and must pay for them in full. "It was not in the power of the court to give him relief and the application must be dismissed with costs." The interesting part of this judgment is that a very learned judge in company matters thought that so long as the director had done nothing amounting to an assent to be treated as a member of the company (in respect, presumably, of the shares in question) he could have obtained relief by way of rectification of the register if he acted promptly on discovering the irregularity in the issue. This opinion is, of course, only *obiter* since, having regard to the findings of fact, the point did not arise for final decision, but for the present at any rate it may be taken as a correct exposition of the law. An allottee of shares at a discount, where the conditions laid down by s. 47 have not been fully observed, may, in consequence, be relieved in certain circumstances. The loophole, however, is not a large one and would certainly be closed by any action such as the acceptance of a dividend on the shares.

A Conveyancer's Diary.

Right of Representatives of Tenant for Life to Apportionment of Dividends Accruing at his Death on Securities Sold for Division.

A QUESTION of great importance in practice was raised and, at any rate, in part, settled in the recent case of *Re Winterstoke's Will Trusts* [1937] W.N. 348; 81 SOL. J. 882. The decision in that case seems, at first sight, to be contrary to a line of authorities and to the usual practice which, in my recollection, has always been followed. The decision is of considerable interest to solicitors who are advising trustees or executors and may have far-reaching effects beyond what may have been in the contemplation of the court.

Put shortly, the question at issue in this particular case, was whether, after the death of a tenant for life, there is a sale by trustees for the purpose of distribution, of trust property, consisting of dividend-bearing securities, the personal representative of the tenant for life of the fund of which such securities form part is entitled to be paid, out of the proceeds of sale, a sum equal to an apportioned part of the dividend up to the date of the death of the tenant for life which, but for the sale, he (the tenant for life) would have received had he lived.

It was held, as will be seen, that the personal representative of the tenant for life was entitled to be paid such an apportioned

part of the prospective and accruing dividend, a decision which is itself an innovation and the principle on which it appears to be based may go further and determine that the tenant for life himself would have been equally entitled.

I think that it will be generally agreed that the practice has always been to treat the proceeds of sale of trust investments as capital and not to pay any part thereof to a person having a life interest therein. That, I dare say, mainly as a matter of convenience, has been the established practice and there is some judicial authority to support it.

The practice to which I have referred was said, by Clauson, J., in the course of his judgment in *Re Winterstoke's Will Trusts*, to be based upon some *dicta* in the case of *Bulkeley* v. *Stephens* [1896] 2 Ch. 241. Curiously enough, the actual decision in that case was that the personal representatives of the tenant for life were entitled to an apportioned part of the dividends resulting from a sale of securities by the trustees of the fund. The facts, however, were unusual, and, as taken shortly from the headnote, were as follows: Stock in a public company forming part of a testator's residuary estate was settled upon trust for A for life, and after her death, "to pay transfer and assign my residuary estate and the stocks funds and securities upon which the same shall be invested unto and amongst" certain beneficiaries. After the death of the tenant for life the stock was sold "cum dividend," under an order of the court for the purpose of distribution. This order was made in the absence of the personal representative of the tenant for life. After the sale a dividend was declared and received by the purchaser in respect of profits, a portion of which had been earned prior to the death of the tenant for life.

It was held that the estate of the tenant for life was not entitled under the Apportionment Act, 1870, to be paid out of the purchase money of the stock anything in respect of the dividend; but inasmuch as if the trust had been strictly carried out in accordance with the terms of the will, by transferring the investments to the beneficiaries, the representatives of the tenant for life would have been in a position either directly or through the trustees to obtain payment of an apportioned part of the dividend, their claim ought, under the special circumstances of the case, to be acceded to.

It is also rather curious that the practice referred to is not, in fact, based upon any *dicta* in *Bulkeley* v. *Stephens*, but upon earlier decisions of Kindersley, V.-C., in *Freeman* v. *Whitehead* (1865), L.R. 1 Eq. 266, and *Scholefield* v. *Redfern* (1863), 2 Dr. & Sm. 173, whose judgments Stirling, J., quoted at length and with approval. I do not think, therefore, that the practice rests upon *dicta* but was established by authority. It is true that the earlier decisions referred to were before the Apportionment Act, 1870, but Stirling, J., held that the Act had made no difference. The learned judge said: "What the trustee has received is the purchase money of stock sold 'cum dividend.' That purchase money was augmented, no doubt, by the dividend in prospect; but still the sum by which it was increased is not the actual dividend. It seems to me therefore that those sections" (the sections of the Apportionment Act, 1870, which had been relied on) "do not apply directly, and what I have to consider is whether the legal personal representatives of the tenant for life are entitled to insist on an equity of a similar nature to that which the Vice-Chancellor declined to enforce in the cases before him." Then Stirling, J., stated the reasons upon which Kindersley, V.-C., had rested his decisions—"first, the absence of any practice giving effect to the equity alleged; secondly, the great burden which the introduction of the practice would cast on trust properties." The "equity alleged" was, of course, the equity of the personal representatives of a deceased tenant for life to a proportion of the accruing dividend in respect of securities sold by trustees for the purpose of distribution. Stirling, J., followed the decisions of Kindersley, V.-C., and I do not think that what he said in doing so can properly be called *dicta*.

The result seems to me to be that there was until the decision in *Re Winterstoke's Will Trusts* a definite rule established by authority that the personal representatives of a tenant for life are not entitled to an apportioned part of the accruing dividends upon securities sold for the purpose of division on the death of the tenant for life, and that the tenant for life is not so entitled on a sale of securities during his lifetime.

Now I turn to *Re Winterstoke's Will Trusts*.

In that case the facts, shortly, were that a testator who died in 1911, by his will left certain funds in trust for two beneficiaries in equal moieties for their lives, and subject thereto upon trust for other persons. One of the tenants for life having died in 1936, it became necessary to raise out of the capital of the fund of which she had enjoyed the income a sum to meet death duties. That was done by a sale of investments, the sale being made at a date which entitled the purchaser to receive the dividends, a part of which had accrued during the lifetime of the tenant for life. The question raised by an originating summons issued by the trustees was whether the whole of the purchase-money was to be treated as capital, or whether it should be apportioned between capital and income, the proportion of dividend accrued at the date of the death of the tenant for life being paid to her personal representatives.

Clauson, J., held that the personal representatives of the tenant for life were entitled to such part of the purchase-money of the securities as represented the dividend accrued up to the death of the tenant for life.

In the course of his judgment the learned judge is reported to have said: "I do not propose to hold that trustees who sold in such circumstances and without question having been raised failed to account to the executors of the tenant for life for the apportioned dividend, but allowed the whole purchase-money to be taken by the remainderman would necessarily be liable for a breach of trust. It has doubtless been a common practice, possibly justified by certain *dicta* in *Bulkeley* v. *Stephens* [1896] 2 Ch. 241, not to make this special reservation for the tenant for life, nor to account to his executors for the amount of the apportioned dividend, but when the question has been raised and when there is no difficulty in ascertaining the figure payable to the executors of the tenant for life, it would be perfectly proper for the trustees to account to the executors."

I am afraid that I must leave any comments upon this case to another issue, but I may observe that it will be small consolation to those trustees who have followed the practice which has hitherto prevailed to know that they "are not necessarily liable for a breach of trust."

Landlord and Tenant Notebook.

Accident and Surprise as Grounds for Relief against Forfeiture.

Long before the matter of relief against forfeiture was dealt with by statute, it was suggested, by and to those in search of principles, that a tenant who could establish that his default was due to accident or surprise was "entitled" to relief. It was also suggested that a tenant who could not establish accident or surprise was out of the running. Now the statutory enactment left and leaves the court a wide discretion; it may "grant or refuse relief . . . having regard to the proceedings and conduct of the parties under the foregoing provisions of this section, and to all the other circumstances" (L.P.A., 1925, s. 146 (2)); and I think it will be seen that the second of the two propositions mentioned, at all events, pays no attention to the fact that the conduct of the landlord is a relevant consideration as well as that of the tenant.

At the beginning of the last century, when relief against forfeiture, except in the case of forfeiture for non-payment of rent, was entirely a matter for Equity, the position was reviewed by Lord Erskine in *Sanders* v. *Pope* (1806), 12 Ves. 282. In the case before his lordship, the cause of forfeiture was failure to lay out the sum of £200 on repairs and improvements within the first five years of a twenty-five years' term. The tenant was able to show that no permanent material injury had resulted, though the landlord alleged that some £300 would now be required to put the property in order. Lord Erskine observed that the statutory right to relief against forfeiture for non-payment of rent was not limited to cases of misfortune, and would apply even if the default were attributable to negligence. Among older authorities illustrating the grant of relief in other cases, none went as far as to say that it was limited to cases of surprise, accident or ignorance, or should ever be withheld when damages could compensate the lessor. Suppose in this case the tenant had expended £199; was he to lose his estate because of the odd £1? And the bill was granted.

But a different line was taken by Lord Eldon a few years later, in *Hill* v. *Barclay* (1810), 16 Ves. 402; (1811), 18 Ves. 56, when dealing with a breach of covenant and condition to repair on notice. His lordship mentioned the statutory right in the case of non-payment of rent, but only for the purpose of contrasting it with circumstances like those before him. For payment of arrears, interest and costs compensated the landlord; but there was no specific relief for disrepair, and if damages were paid the landlord could still do nothing to compel the tenant to repair. Here, work had been started after ejectment proceedings had been brought in January; the original notice might have been given at an inconvenient time (in September) but was the court to speculate and say that if the repairs were done now, the result would be equally or beneficial? And relief was refused.

But the judgment also contains this dictum: "I do not mean to apply these observations to cases of accident and surprise; the effect of the weather for instance, or permissive want of repair: the landlord standing by and looking on."

This dictum was invoked by Stuart, V.-C., in *Bamford* v. *Creasy* (1862), 3 Giff. 675, the facts of which were a little unusual. A ground landlord obtained judgment by default against a non-occupying tenant on the grounds of non-payment of a small sum of rent, failure to insure, and non-repair. The tenant heard about it soon afterwards, and negotiated for re-possession, but without success. The learned Vice-Chancellor granted an order for re-possession on payment of arrears, costs, and what was due for repairs. Two years later the same judge had before him, in *Bargent* v. *Thomson* (1864), 4 Giff. 473, a case in which the landlord relied on breach of a covenant to repair at three months' notice. The notice, served on the 16th September, had specified twenty-two items, some of which could not be justified. Owing to unfavourable weather, the work was not completed till the end of the second week of the following January. The learned Vice-Chancellor characterised the landlord's conduct as harsh, and held that if the tenant "honestly endeavoured to perform . . . the court would not allow the lessor to insist upon an omission of a day unless there were something in the covenants to make time of the essence of the contract." The landlord here had shown undue precipitation.

Have the Conveyancing Acts and their successor altered or clarified the position? Looking at an authority like *Ellis* v. *Allen* [1914] 1 Ch. 904, one might at first think that the courts had become more pro-landlord. The tenant's counsel, it was said in the judgment of Sargant, J., "could not cite any case where relief had been given on the ground of forgetfulness of a covenant, or the omission to notice its exact wording . . . In granting relief non-payment of rent was at first the only ground. Then the jurisdiction was extended to cases of breach of covenant to insure against fire, and subsequently it was extended by s. 14 of the Conveyancing Act, 1881, to other cases . . . I sympathise with the defendant, but can see no legal or equitable ground for helping him."

But the cause of forfeiture in that case (the substantial point in which was one of practice) was breach of a covenant against alienation which, before L.P.A., 1925, could not be relieved against. The question was but lightly touched upon, and for a true summary of the present position I think it is best to study *Hyman* v. *Rose* [1911] 2 K.B. 234, C.A.; [1912] A.C. 623. There the landlords complained of breach of covenant to maintain and repair a building which, originally a chapel, had been altered and adapted by the tenants for the purposes of a cinematograph theatre, without their consent. The application for relief was accompanied by an offer to deposit money sufficient to pay for ultimate restoration of the premises. In the Court of Appeal, Cozens-Hardy, L.J., thought that, despite the danger of such a course, it would be expedient to lay down some general principles. The applicant was to remedy the breach, undertake not to offend again, make good any waste, etc.

It will be observed that the suggested qualifications for relief, like the judgments of Lord Erskine and Lord Eldon, relate almost exclusively to circumstances affecting the tenant, whether within or outside his control. Vice-Chancellor Stuart, however, enlarged upon the conduct of the landlord; and the ultimate fate of *Hyman* v. *Rose* shows that this is an important factor, perhaps more important than the question of hard luck, ignorance, or negligence on the part of the tenant. For, in his judgment, allowing the appeal, Lord Loreburn, while expressing appreciation of the rules enunciated by Cozens-Hardy, M.R., as "useful maxims in general," said that the object of the wide discretion was, no doubt, "to prevent one man from forfeiting what in fair dealing belonged to some one else, by taking advantage of a breach from which he was not commensurately and irreparably damaged." This proposition concentrates on the landlord without losing sight of the tenant, and I submit that it is on these lines that a question whether relief should be claimed should now be approached. Since the decision in *Hyman* v. *Rose*, a tenant's ignorance or misunderstanding of the law has played a part in at least one case in which his claim for relief was granted; it will be seen that in *Field* v. *Curnick* [1926] 2 K.B. 374, which turned on a question of the construction of a repairing covenant believed by the tenant not to extend to part of the property, it was held that the circumstances warranted relief on proper terms.

Our County Court Letter.

TIME FOR ARBITRATION AGREEMENT.

In *Oldnall* v. *Pain*, recently heard at Kidderminster County Court, a case had been stated under the Agricultural Holdings Act, 1923. The applicant had let to the respondent a farm which included a mill. The latter had become unworkable, owing to a defect in the banks of the stream, and the respondent suggested that the applicant should repair the mill and reduce the rent. Owing to the applicant's alleged failure to agree to arbitration, within a reasonable time, the respondent gave notice to quit, and claimed one year's rent as compensation for unreasonable disturbance. The applicant's case was that (1) there had been no demand for arbitration solely on the question of the future rent, in accordance with s. 12 (3) of the Act; (2) nevertheless he impliedly agreed to such arbitration, although (3) he had not been allowed reasonable time in which to agree. The respondent's case was that, by reason of the breakdown of the mill, he

was entitled either to damages or a reduction of rent. These were questions for an arbitrator, but, in the absence of any evidence of an agreement, there had been a failure by the applicant to agree to arbitration within a reasonable time. His Honour Judge Roope Reeve, K.C., observed that, although there was a doubt as to the claim for damages, the claim for reduction of rent was a matter for arbitration. The respondent was correct in his contention that a demand for arbitration, as to the reduction of rent, was none the less valid, in spite of the fact that it was coupled with another demand. The applicant's solicitors, however, had never refused to arbitrate, but, although no agreement had been expressly signified, a reasonable time had not been allowed. A declaration was therefore made that there had been no failure, within a reasonable time, to agree to arbitration, with costs to the applicant.

LANDLORD'S CLAIM TO TENANT RIGHT.

In *Hancock* v. *Wood*, recently heard at Bakewell County Court, a case had been stated under the Agricultural Holdings Act, 1923. The applicant's case was that he had bought a farm in 1932, and lived there until the 25th March, 1934, when he let it to the respondent on a home-made tenancy agreement. The latter provided for a rent of £75 per annum, the landlord to give or take one year's notice from the 25th March, with tenant rights on valuation. The tenancy terminated in 1936, and the landlord claimed for (1) unconsumed produce on the premises at the beginning of the tenancy; (2) labour on carting and spreading manure prior to that date; (3) feeding stuffs consumed on the premises during the last two preceding years to that date; (4) lime spread on the premises during the seven preceding years to that date. In January, 1937, the arbitrator made an award in favour of the landlord on the first two items (which were not challenged) and also on the last two provisionally, i.e., subject to the opinion of the court that the claims were well founded. The respondent contended that a landlord who had occupied the land was not in the position of an outgoing tenant, and could not claim tenant right valuation on letting the land to a new tenant. His Honour Judge Longson observed that the proceedings were not an appeal, as to which he had no jurisdiction. The points of law submitted appeared from the award to be (1) on the true construction of the agreement; (2) whether the landlord had any claim on the last two items. The applicant had farmed his own land, and could only appear before the arbitrator as landlord. Nevertheless he had purported to appear before the arbitrator as a quitting tenant, in pursuance of an over-riding custom of the country. It was, however, absurd in principle for a landlord, after letting at a definite rent, to claim subsequently for the value of what he had put into the land. The businesslike approach would have been to take that into account in fixing the rent. Any custom was invalid which made the landlord into a tenant, and the tenant into a landlord, in respect of some indeterminate period prior to the contract of tenancy. The two items were thus irrecoverable, and a declaration was made accordingly, with costs to the respondent.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

LUMP SUM IN ARTHRITIS CASE.

In *International Combustion Ltd.* v. *Hale*, at Kidderminster County Court, the respondent was totally incapacitated by an accident in November, 1935. His earnings had been £2 12s. a week, and compensation was paid at £1 6s. a week until July, 1936. The respondent was then certified fit for light work, and compensation had since been paid at 6s. a week. An agreement to settle for a lump sum of £30 with £3 3s. costs had not been approved by the Registrar, whose report suggested that the medical certificate, viz., that the respondent was "now able to do light work," was in too general terms. The applicants' case was that the respondent had suffered for many years from arthritis of the spine, which was not due to the accident, and would be improved by light work. His Honour Judge Roope Reeve, K.C., amended the agreement, by consent, to a payment of £40 with £5 5s. costs.

LUMP SUM IN OPERATION CASE.

In *Cheeseman* v. *C. E. Walker, Ltd.*, at Taunton County Court, the applicant had fallen from a scaffolding in November, 1935, and had fractured both his heels. After a temporary resumption of work he had had hospital treatment in May, 1936, and was paid 24s. 6d. a week compensation. Having been offered permanent work at a hotel at 7s. 6d. a week, with meals, the applicant was anxious to settle his claim for £200, as he was unwilling to undergo an operation. His Honour Judge Wethered observed that an operation could not guarantee success, and the objection to a lump sum settlement was that the applicant would lose his rights under the Workmen's Compensation Acts. The respondents were willing, however, to pay the cost of an operation, as well as the lump sum, and the agreement was ordered to be recorded.

AWARD FOR PARTIAL INCAPACITY.

In *Myatt* v. *Handford, Greatrex & Co., Ltd.*, at Walsall County Court, the applicant was a horizontal boiler stoker, and had fallen down sixteen steps while on night work in May, 1937. Operations had subsequently been performed on his fingers and wrist, and compensation had been paid until July, when notice was served to reduce the payments to 8s. 4d. a week. The applicant's case was that he was only fit for light labouring, but none was available, and he should be awarded £1 8s. 4d. a week. The respondents' case was that they had offered 8s. 4d. on the basis that the applicant could earn £2 a week at work which did not impose a strain on the wrist, e.g., road sweeping or factory cleaning. There was a conflict of medical evidence as to the state of the applicant's wrist. His Honour Judge Tebbs held that the earning capacity was 30s. a week, and an award was made of 13s. 4d. a week.

EPILEPTIC FIT AS AN ACCIDENT.

In *Ironmonger* v. *Vinter*, at Boston County Court, the applicant's case was that her deceased husband had had a fit, while scything the banks of a dyke, in which he had been drowned. The respondent's case was that the accident had not happened out of the employment, as the deceased had been medically attended for six months before his death. His Honour Judge Langman held that the deceased was called upon to hazard himself, as he had to work in a dangerous place, and had died as a result of that risk. It was immaterial whether the workman was old or epileptic, or otherwise unfit to work in that particular place. An award was therefore made of £600, with a stay of execution.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Law in Fiction.

Sir,—Does not Mr. Kipling make a mistake in law in his story "The Dog Hervey," included in "A Diversity of Creatures"? We are told that a doctor, in the reign of Queen Victoria, "used to pick up stormy young men in the repentant stage, take them home, and patch them up till they were sound enough to be insured. Then he insured them heavily, and let them out into the world again—with an appetite." Later on, one of the young men says: "That man was a murderer in intention—outside the law as it was then. They've changed it since."

Louth, Lincs. PERCY DAWSON.
30th October.

To-day and Yesterday

Legal Calendar.

8 November.—On the 8th November, 1889, the trial of John Watson Laurie for murder opened in the High Court of Justiciary at Edinburgh.

9 November.—On the 9th November, 1673, it was known that Lord Shaftesbury was to lose the Great Seal, but he had prevailed on Charles II not to dismiss him with contempt, and after their private interview the courtiers were dumbfounded to see them come out together smiling and talking, the Chancellor still holding the Purse. He attended the King at Chapel in his official capacity and afterwards took the Great Seal home. In the afternoon it was sent for and to the messenger he said: "It is but laying down my gown and putting on my sword." Then, in token of his hostility to the court, he buckled on his weapon.

10 November.—On the 10th November, 1769, there came on in the Court of Common Pleas the long-delayed action of the turbulent John Wilkes against Lord Halifax. In 1763, that nobleman, as Secretary of State, had illegally caused his papers to be seized and since then his suit had been obstructed by every possible means. Early in the morning seats in the court were fetching two guineas. By ten o'clock the price had fallen by half, and in the afternoon people could get in for fivepence or threepence. Directed by Wilmot, C.J., to award "liberal but not excessive damages," the jury gave a verdict for £4,000. The plaintiff's supporters had expected £20,000, and the jury accordingly had to be smuggled out of court for fear of the populace.

11 November.—When Captain Nisbett, of the Life Guards, a bright young man of the 1830's, married to a popular actress, killed himself at the age of twenty-two by jumping too precipitately from a gig, he left behind a legal problem which came before the Vice-Chancellor on the 11th November, 1834, when his Bond Street tailors sought leave to bring an action against his executors on a bill for £3,421. The trouble was that he had been a minor when the debts were contracted. The goods supplied included fifty-one coats, a hundred pairs of trousers, a hundred and nineteen waistcoats, and six dressing-gowns. The court, strongly reprobating a tradesman who was so unscrupulous as to abet such ruinous extravagance, dismissed the petition.

12 November.—Sir Edward Saunders, although a Roman Catholic, succeeded in leading a prosperous professional life from Henry VIII's reign to Elizabeth's. He took the coif in 1540, became one of King Edward's Serjeants in 1547, earned the gratitude of Queen Mary by persuading the Lord Mayor of London to refuse to proclaim Lady Jane Grey, and in her reign became Chief Justice of the Queen's Bench. Finding him too useful a judge to be dispensed with, Queen Elizabeth contented herself with giving him the lower place of Chief Baron. He died on the 12th November, 1576.

13 November.—Sir Thomas Clarke, Master of the Rolls, made a sufficiently remarkable rise in life, for his father was a carpenter in the slums of St. Giles's, Holborn, and his mother kept a pawnshop. The foundations of his career were laid by Zachary Pearce, Dean of Westminster, who got him admitted to Westminster School and afterwards introduced him to Lord Macclesfield. When he died on the 13th November, 1714, he left a fortune of £200,000.

14 November.—On the 14th November, 1864, a young German named Franz Muller was executed at the Old Bailey for the murder of a gentleman in a railway carriage. The crowd, swollen by the worst elements of ruffianism and thieving, was far noisier and more disorderly than usual. The prices of places in the overlooking houses ranged from 5s. to two guineas. While the spectators in the rooms played cards and sang choruses, those in the street occupied themselves with pocket-picking.

The Week's Personality.

A few minutes before 10 o'clock on the morning of the 8th November, 1889, John Watson Laurie appeared in the dock of the High Court of Justiciary in Edinburgh. Well dressed, well groomed, calm, commonplace and respectable, with his fair hair, square shoulders, slight moustache and whiskers, this young Scots patternmaker was far removed from the popular conception of a murderer. Could this be the brutal ruffian who had battered to death a young English tourist on the lonely crags of the Isle of Arran in the Clyde estuary? Yet such was the solution of the death of Edwin Rose, who had vanished after setting out with him to scale the great peak of Goatfell, and whose body had eventually been found carefully hidden beneath a boulder. The motive was robbery, and the trial showed Laurie to be an inveterate liar possessed by a supreme self conceit and a ruthless and overwhelming selfishness. Convicted and condemned to death, he was reprieved as a result of the report of a medical commission on his condition of mind. For over forty years he remained a captive. In the early part of his imprisonment he was "the mainstay of the Presbyterian choir, leading the praise with great enthusiasm." He died in 1930, having been insane during the greater part of the period since his trial.

Court Fright

In the course of the first case tried by Tucker, J., a medical witness suggested that the plaintiff had been frightened through being seen by too many doctors, whereupon the learned judge suggested: "And lawyers too?" Close contact, however innocuous, with the majestic fabric of our law often seems to have the effect of frightening harmless citizens into fits, and the art of restoring their mental balance is a necessary part of judicial equipment. Judge Greenhow, of Leeds County Court, once comforted a woman who had been reduced to tears and dithering by the questions of a London barrister, by addressing her in the Yorkshire idiom: "Why missis," he said, "you musn't be afraid of us. We are all your friends, you know." On leaving the box she declared: "Eh, but aw nivver thowt aw'd be 'appy in t' court." I also like the story of the poor old lady whom a particularly fierce counsel had reduced to dumb terror. "I really cannot answer," she said to Mr. Justice Maule. "Why not, ma'am?" he asked. "Because, my lord, he frightens me so." "So does he me, ma'am," replied the judge.

Slander of Lawyers.

When Sir Patrick Hastings, K.C., observed in a recent slander case in the Court of Appeal that to call a member of the Bar "drunken and profligate" was not actionable, but to say he was a bad barrister was so, Greer, L.J., noted that it would be actionable to say that he was drunken and profligate and, therefore, unfit to be a barrister. In the older law reports decisions on this type of slander make very amusing reading. Thus, to say of an attorney that "he hath no more law than Master Cheyny's bull" was held actionable, even though Master Cheyny actually had no bull, for, in that case, Kelyng, C.J., gravely observed, "the scandal is the greater." Again, it was held actionable to say that a lawyer has "no more law than a goose," and in that case the conscientious reporter added a *quaere* whether an action also lay for the words: "He hath no more law than the man in the moon." On the other hand, it has been held that a cleric has no cause of action for being called a fool, "*parce que on peut estre bon parson et grand fou; d'un attorney aliter.*"

A meeting of the Grotius Society will be held on Thursday, 18th November, at 4.30 p.m., at 2, King's Bench Walk, Temple, E.C.4, when Mr. Edward F. Iwi will read a paper on "A Plea for an Imperial Privy Council and Judicial Committee." The President, Lord Alness, is expected to be present.

Notes of Cases.

Court of Appeal.

In re **Drake's Settlement Trusts; Wilson** *v.* **Drake.**

Greene, M.R., Romer and MacKinnon, L.JJ.
20th and 21st October, 1937.

REVENUE—SUCCESSION DUTY—SETTLEMENT—SUCCESSION TO ESTATE IN TAIL MALE IN POSSESSION—PREDECESSOR OR PREDECESSORS FROM WHOM SUCCESSION DERIVED—SUCCESSION DUTY ACT, 1853 (16 & 17 Vict., c. 51), ss. 2, 13.

Appeal from a decision of Bennett, J.

In 1915, W.D. was tenant for life in possession of certain settled estates. On the 11th March, his eldest son H.D., the tenant in fee in remainder, died. By his will he devised all his real and personal property to his brother E.D. (an officer in the Army), "should he survive the dangers of the present war." In the event of E.D. not so surviving it was directed that the trust property should from the death of the survivor be held for the purpose of raising an annuity for the wife of E.D., and subje ct thereto "the ultimate residue of the trust property is to be held for my uncle G.P.D. absolutely." In 1917 the family being minded to deal with the estate otherwise than according to the provisions of the will, an agreement was entered into, to which E.D. and G.P.D. were parties, providing for the execution of a settlement of the property to certain uses in strict settlement. A term was to be limited to the use of the trustees. There was to be a jointure for the wife of E.D., and portions for his younger children. It was further provided that after the determination of the life interest of W.D., "the said hereditaments shall be limited to the use of the first and other sons of the said E.D. successively according to seniority in tail male with remainder to the use of the said G.P.D. for life without impeachment for waste with remainder to the use of the first and other sons of the said G.P.D. successively according to seniority in tail male . . . with remainder to the use of the said E.D., his heirs and assigns for ever." (The settlement provided for was executed in 1921.) W.D. died in 1919, and in accordance with the provisions of the agreement E.D. succeeded to the estate. G.P.D. died in 1928. E.D. died in 1933 and in the events which had happened T.D. the eldest son of G.P.D. became tenant in tail male in possession. Bennett, J., held that for the purposes of succession duty under the Succession Duty Act, 1853, E.D. was the "predecessor" of those who took interests under the provisions of the agreement, i.e., T.D. and the widow and four daughters of E.D.

GREENE, M.R., allowing the appeal of T.D., said, that G.P.D. under the will became entitled to a remainder in fee simple in the estate, subject to W.D.'s life interest, but contingently to E.D. dying before the end of the war. Though in 1921 at the date of the settlement the estate of E.D. had become absolute, because he had survived the war it was agreed that the relevant date was 1917, the date of the agreement. The question was whether E.D. was the predecessor for the purposes of the Act, or whether E.D. and G.P.D. were together predecessors. At the time when T.D. succeeded to his estate in tail male in possession, E.D.'s estate had already become absolute and indefeasible, so that an equally effective disposition of the estates could have been made if G.P.D. had not been a party to it, since it would have taken effect out of what ultimately became the absolute indefeasible estate in fee simple of E.D. This applied also to the jointure and portions. It was in the interests of T.D. to attribute his succession so far as he could to his father G.P.D. because the rate of duty would then be favourable to him, and he contended that there were two predecessors and that it was not possible to say what proportionate part of his succession was derived from either. The wife and daughters of E.D. were interested in establishing that he was the predecessor and not G.P.D., so as to get a lower rate of duty. His lordship having referred to ss. 1 and 2 of the Act said, that a succession came into existence when it was created, and the successor was the person who became entitled under the disposition (*Lord Advocate* v. *MacAlister* [1924] A.C. 586; *Attorney-General* v. *Belilios* [1928] 1 K.B. 798). His lordship referred to ss. 10 and 20 and said that the question arose under s. 13, and said that the word "derive" therein contemplated the date at which the succession was first created. The appellant contended that looking at the matter in 1917, T.D. derived his succession from E.D. and G.P.D. since it was created only by the joint disposition of the two, and that the proportional interest derived from each could not be distinguished. The respondents contended that the 1917 agreement created two successions each with its appropriate predecessor, and that in the events which happened the successor only became entitled to one of them in possession, that derived from E.D., so that the agreement should be treated as if instead of combining in one operation E.D. and G.P.D. had each separately made a settlement, which could only be effective so far as his interest went. That proposition, however, involved an artificial and inaccurate way of regarding the transaction. In 1917 only the joint disposition of both E.D. and G.P.D. could have conferred the estate on T.D. "certainly" within s. 2, and they were the persons from whom his interest was derived. The respondents had also contended that s. 13 contemplated the problem as arising for solution at the date when the payment of duty fell to be made, that when that event happened it should be ascertained whether the succession was derived from more than one person, and that as G.P.D.'s estate under the will never vested at all, T.D.'s estate was derived from E.D. alone. The section could not be so construed. It was impossible *ex post facto* to dissect the 1917 transaction. *Braybrooke* v. *Attorney-General*, 9 H.L.C. 150, and *Attorney-General* v. *Floyer*, 9 H.L.C. 477, did not assist the decision of the present case.

ROMER and MACKINNON, L.JJ., agreed.

COUNSEL: *Latter*, K.C., and *Wigan*; *Spens*, K.C., and *J. Nesbitt*; *J. Stamp*; *Dyne*.

SOLICITORS: *Blyth, Dutton, Hartley & Blyth*; *Bircham & Co.*; *Solicitor of Inland Revenue*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Liverpool Corporation.**

Clauson, J. 28th October, 1937.

EDUCATION—SCHOOL IN RESPECT OF WHICH TREASURY GRANT HAD BEEN MADE—COMPULSORY PURCHASE BY LOCAL AUTHORITY—CONFIRMATION OF ORDER BY BOARD OF EDUCATION—RIGHT OF TREASURY TO REPAYMENT—SCHOOL GRANTS ACT, 1855 (18 & 19 Vict., c. 131), s. 1—EDUCATION ACT, 1921 (11 & 12 Geo. 5, c. 51), s. 111, 5th Sched.

In 1872 certain land was conveyed to the vicar and churchwardens of a parish in the city and diocese of Liverpool on educational trusts and a school was built thereon, in respect of which the Treasury, under the provisions of the School Grants Act, 1855, made a grant of about £800. In 1929 the Liverpool Corporation, being the local education authority, wished to acquire it under the provisions of s. 111 of the Education Act, 1921, by compulsory purchase, and made an order accordingly, which was confirmed by the Board of Education under the Act. The order, in accordance with the Fifth Schedule of the Act, incorporated the provisions of the Lands Clauses Acts. Notice to treat was served by the corporation, and on arbitration about £6,000 compensation was awarded. The vicar and churchwardens conveyed the

property to the corporation and were paid the amount of the compensation less the amount of the Treasury grant which was paid into court. The Treasury now claimed payment of this sum.

CLAUSON, J., in giving judgment, said that under the 1921 Act the compulsory purchase order was ineffective till confirmed by the Board of Education, which were bound to confirm it if, as was the case here, no objection was made to the making of the order, unless they considered that it was unsuited for the purpose for which it was proposed to acquire it. This land was suitable and the Board, in the circumstances, were bound to confirm the order. Under the School Grants Act, 1855, s. 1, no sale of land in respect of which a grant had been made "shall be valid unless either the consent of the Secretary of State for the Home Department for the time being in writing under his hand be given to the same, or the amount of the grant which shall have been made as aforesaid shall be repaid to the Treasury." If the strict course had been taken and the whole of the purchase money paid into court, then under the Lands Clauses Acts there would have been no answer to an application by the Treasury that it should be applied in the first instance to discharge the debt in respect of the grant, since, in the absence of consent by the Secretary of State, the amount was to be repaid to the Treasury. When that had been done there would have been no answer to a claim by the vicar and churchwardens for the balance, subject to the fulfilment of certain conditions, as the land had been held on charitable trusts. The deviation from the strict practice in the present case could not affect the rights of the parties. The power of consent given by the 1855 Act to the Secretary of State was now vested in the Board of Education (see Education (Administrative Provisions) Act, 1907, s. 2), and it had been argued that where the Board of Education confirmed the compulsory purchase order the Treasury lost the right to repayment of the grant, it being suggested that that was a consent within the 1855 Act. But the confirmation could not be so treated. It was not a consent to the sale, but an approval of the education authority having compulsory power to buy, which was a different thing. His lordship further held that the sale was valid, but that the vicar and churchwardens were not entitled to the whole purchase money, which should be so dealt with as to respect the rights of the Treasury to repayment of the grant. This led to the same result as if the strict course had been taken and the whole paid into court.

COUNSEL: *Andrewes Uthwatt; F. Errington; C. M. White.*

SOLICITORS: *Treasury Solicitor; Preston, Lane-Claypon & O'Kelly*, for *Gamon, Arden & Co.*, of Liverpool; *F. Venn & Co.*, for *W. H. Baines*, Town Clerk, Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **Bridgen; Chaytor** *v.* **Edwin.**

Clauson, J. 5th November, 1937.

WILL—CONSTRUCTION—"ALL MY POSSESSIONS"—WHETHER ESTATE DISPOSED OF—DIRECTION TO DIVIDE EQUALLY "AMONGST ALL MY RELATIONS"—TESTATRIX SPINSTER—NO NEARER RELATIONS THAN CHILDREN OF DECEASED SISTERS AND REMOTER ISSUE—ASCERTAINMENT OF BENEFICIARIES—ADMINISTRATION OF ESTATES ACT, 1925 (15 Geo. 5, c. 23), s. 46 (1) (v).

The testatrix, a spinster, who died in 1930, left the following will: "In case of my immediate decease I wish Ethel and Hilda Harding to take possession of all my possessions to be held in trust after my death and divided equally amongst all my relations." She had no brothers and survived her parents and her four sisters. There survived her children of her sisters and in some cases remoter issue. The question arose (*a*) whether there was an intestacy, and (*b*) what beneficiaries should take.

CLAUSON, J., in giving judgment, said that the whole property was disposed of and there was no intestacy. On the question what beneficiaries took, his lordship would have held if he had been dealing with it before the Administration of Estates Act, 1925, (1) that "all my relations" did not bring in a more extensive class than "my relations," and (2) that the persons taking were the persons other than a husband or wife, who would have been entitled to the personal estate under the Statute of Distributions, had there been an intestacy. To read "relations" as covering everyone with whom there was a nexus of blood, would in most cases result in an infinite inquiry (*Widmore* v. *Woodroffe*, Amb., at p. 640), and the court had adopted the rule that it was to be construed as meaning the persons who would take under the Statute of Distributions. In this particular will the distribution would be equal and so, before the 1925 Act, the persons entitled having been ascertained would have taken in equal shares. The 1925 Act altered the law in two respects: (1) It confined the persons who could take in case of intestacy to a comparatively narrow class of relatives—those within the degrees of grandparents or descendants of grandparents; (2) the persons taking under the Act did not necessarily take absolutely. The effect of the change in the law was that now the court had to take the class of persons indicated as beneficiaries under the new Act. It had been suggested, however, that the rule previously adopted by the court was one of convenience only and that, therefore, the court could adopt another rule of convenience suggested by the new Act and define "relations," not necessarily by reference to those who would actually take under it in case of intestacy, but to the limited class of relations recognised by the legislature as potential beneficiaries, i.e., those within the degrees of grandparents and descendants of grandparents. But the change in the law should not be taken as altering beyond strict necessity the rule of convenience already adopted. "Relations" could not be construed as referring to persons within the class of consanguinity indicated under the Act as possible beneficiaries. The distribution should be in equal shares *per capita* to the persons who would have been entitled under Part IV of the 1925 Act, if the testatrix had died intestate.

COUNSEL: *David Jenkins; Droop; Strickland; A. G. Cross.*

SOLICITORS: *Clarke, Rawlins & Co.*, for *Waldy, Son & Chaytor*, of Darlington; *Ravenscroft, Woodward & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **Acme Spinning Co. Ltd.**
In re **Amalgamated Cotton Mills Trust Ltd.**

Simonds, J. 5th November, 1937.

COMPANY—SCHEME OF ARRANGEMENT—REDUCTION OF CAPITAL—CONFIRMATION BY COURT—COMPANIES ACT, 1929 (19 & 20 Geo. 5, c. 23), ss. 57, 58 (2), 153.

The Amalgamated Cotton Mills Trust Ltd. was the head of a group of thirteen companies engaged in the cotton spinning and weaving industry. On a revaluation of its assets there appeared a deficiency of over £8,530,000, exceeding the issued share capital of £7,250,000 by over £1,280,000. A scheme of arrangement of an exceedingly complicated character was now presented for the sanction of the court and for the confirmation of reductions of capital. It was proposed (*inter alia*) to write off the deficiency and reorganise the capital by cancelling the whole of the issued share capital, and then creating and issuing fresh loan capital of about £1,030,000, and share capital of about £1,260,000. Three of the subsidiary companies were to be dissolved, the Trust taking over the assets and liabilities of the others, the capital of each of which was to be reduced to £100 and held by the Trust.

SIMONDS, J., in giving judgment, said that he had hesitated to sanction the scheme because it included undesirable elements which he hoped would not recur in other schemes. His lordship had decided to accede to the petition because, on careful consideration of its substance, apart from its form, he

was satisfied that no injustice would be done to any of the interests involved and because it was particularly desirable that there should be no further delay in the reorganisation. It was inevitable that a scheme involving the reconstruction of several companies should be long and complicated, and it was, therefore, the more important that it should be as simple as the circumstances allowed, for it was only on the assumption that a sufficient number of the persons interested assented with understanding to the alteration of their rights that the court exercised its jurisdiction. This scheme was unnecessarily complicated, largely owing to the company's desire to avail itself of those provisions of the Finance Acts which gave exemption from stamp duty, and this had led to the introduction of provisions for a fictitious increase of capital and its equally fictitious allotment to certain shareholders, followed by an immediate reduction of the capital by an amount far exceeding that by which in the previous clause it had been increased. Whether this less than ephemeral increase could have any bearing on the exigibility of duty it was not for his lordship to say, but the process was quite meaningless to the ordinary reader and calculated to raise a doubt which was not allayed by the fact that in the scheme it was not explained and in the accompanying circular to shareholders it was not mentioned. Further objection might be taken to the scheme. It involved, among other things, that the capital of the company, the assets of which would amount in value to about £2,500,000, should at one stage be reduced to £100, consisting of 2,000 shares of 1s. each, none of which would be issued. It was true that on the reduction taking effect the capital was forthwith again to be increased, but a resolution for reduction of capital having been confirmed, took effect only when the order and minute as approved by the court had been duly registered (see Companies Act, 1929, s. 58 (2)), and the minute had to show, with respect to the company's share capital as altered by the order, the amount of the share capital, the number of shares into which it was divided and the amount of each share, as well as the amount, if any, at the date of the registration deemed to be paid up on each share. If the company's capital was to be increased only on the reduction taking effect, it was clear that at the date of the registration of the minute the company could have no issued capital at all, and a strictly accurate minute would be bound to state that fact, though according to the modern practice the minute would go on to state the subsequent increase of capital. His lordship viewed such artificiality with distaste, for he considered that such manipulation of the company's capital was never contemplated by the section. It had been suggested for the petitioners that the order confirming the reduction might first be registered, and then, after a decent interval, the minute, so that in the meantime there might be an issue of shares, and so that it could never be said that this was a company without capital or members. His lordship could not entertain this suggestion, for the Act contemplated one order confirming the reduction and approving the minute (*In re Lees Brook Spinning Co.* [1906] 2 Ch. 394), and as an administrative matter it was not feasible that there should be a separate registration of the order confirming the reduction and the minute. It had also been suggested that two orders might be made on the petition, one sanctioning the scheme under s. 153 and the other confirming the reduction under s. 57. His lordship declined to make such a departure from long settled practice. Further, it had been suggested that some modification of the scheme might be made whereby some part of the £100 capital to which the company was to be reduced should be issued before the reduction took effect. That at least would ensure that there would at that time be members of the company, and it should be done. Subject to this modification, the scheme would be sanctioned and the reduction confirmed.

COUNSEL: *Parry*, K.C., and *K. Mackinnon*; *Belsham*.

SOLICITORS: *Slaughter & May*; *Alfred Bright & Sons*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Collins (Inspector of Taxes) *v.* Joseph Adamson & Co.

Lawrence, J. 20th October, 1937.

REVENUE—INCOME TAX—MANUFACTURERS' PRICE MAINTAINING ASSOCIATION—ACQUISITION BY ASSOCIATION OF CONTROL OVER NON-MEMBER'S BUSINESS—BUSINESS OF DIFFERENT NON-MEMBER PURCHASED AND CLOSED DOWN—COMPETITION THEREBY ELIMINATED—SUMS PAID BY MEMBERS TO ASSOCIATION TO SECURE THOSE OBJECTS—WHETHER DEDUCTIBLE—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40).

Appeals by case stated from a decision of the Commissioners for the Special Purposes of the Income Tax Acts.

The appellant company was a member of an association of boiler manufacturers, the association having been formed for the purpose of maintaining prices. The association made two payments, (*a*) in order to purchase and secure the closing down of a company, one of its members, in order to prevent the purchase of that company by a person outside the association and hostile to it and capable of harming it, and (*b*) as an advance to one of its members to enable that member to acquire control of a company of boiler-makers who did not wish to join the association and whose membership the association considered essential. An additional assessment to income tax was made on the appellant firm for the year 1935-36 in respect of contributions made by it towards the association's expenditure for the above-mentioned purposes, which contributions the firm sought to deduct from its profits for the year in question for income tax purposes. It was contended for the appellant firm that its contributions should be allowed as deductions in computing their profits for the purposes of income tax. It was contended for the Crown that those sums represented capital expenditure and were not an allowable deduction. It was agreed that no distinction was to be drawn between the association and its members for purposes of the case. The Commissioners held that payment (*a*) did not bring into existence any asset, and that the appellant firm's share of it was therefore allowable. They held that payment (*b*) resulted in the acquisition of an asset by the association and that the appellant's contribution was not deductible. Both the Crown and the firm appealed.

LAWRENCE, J., said that it was contended for the appellant firm that both the payments were revenue payments for which no asset was acquired, and that any advantage which they might be thought to have produced was of so problematical and intangible a character that it could not be regarded as of a capital nature. The Solicitor-General, on the other hand, contended that the payments were made for the purpose of acquiring capital assets and that on the authorities they were attributable to capital and not revenue. His lordship, having referred to *Glenboig Union Fireclay Co. Ltd.* v. *Inland Revenue Commissioners* [1922] S.C. (H.L.) 112, *Anglo-Persian Oil Co. Ltd.* v. *Dale* [1932] 1 K.B. 124, and *Van den Berghs, Ltd.* v. *Clark* (153 L.T. Rep. 171), said that the appellant firm had relied on *Noble* v. *Mitchell* [1927] 1 K.B. 719. On the authorities it was impossible to test the question whether a payment was a capital or a revenue payment by seeing whether it could be shown to have been productive. In his opinion, these payments had created for the association an advantage of such an enduring nature as properly to be treated as capital and not revenue. What had been acquired by the association through its members as a result of the payments made was a capital acquisition. The fact that the value of an acquisition might be doubtful was applicable to almost every trade acquisition. The bringing into the pool of a company through acquisition of it by an association member was also the acquisition of an asset by the association. In the result, the appeal of the Crown must be allowed and that of Joseph Adamson & Co. dismissed.

COUNSEL: *The Solicitor-General* (Sir Terence O'Connor, K.C.) and *R. P. Hills*, for the Crown; *Cyril King*, K.C., and *J. L. Addleshaw*, for Joseph Adamson & Co.

SOLICITORS: *Solicitor of Inland Revenue; Gregory, Rowcliffe & Co.*, agents for *Addleshaw, Sons and Latham*, Manchester.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Burden *v.* Harris.

Lawrence, J. 27th October, 1937.

CONTRACT—BET—AGREEMENT BY LOSER TO PAY DEBT ARISING OUT OF BET—PROMISE BY WINNER AS CONSIDERATION TO REFRAIN FROM REPORTING LOSER'S DEFAULT—WHETHER AGREEMENT ENFORCEABLE—LARCENY ACT, 1916 (6 & 7 Geo. 5, c. 50), s. 31.

Action on an agreement to pay a bet.

The plaintiff staked £5 on a race with the defendant, who was a bookmaker, and, having backed a winner, won £100. The defendant was unable to pay that sum. After the plaintiff had pressed the defendant for payment, the defendant promised payment by instalments, with full settlement after the forthcoming Cesarewitch Stakes. The consideration for that agreement, as the plaintiff alleged and his lordship found, was a promise by the plaintiff to refrain from reporting the defendant to Tattersalls' Committee. It was contended for the plaintiff, *inter alia*, that the agreement was, on the authority of *Hyams* v. *Stuart-King* [1908] 2 K.B. 696, enforceable. It was contended for the defendant, *inter alia*, that the agreement, if it existed, was unenforceable by virtue of s. 31 of the Larceny Act, 1916, which was in substance a re-enactment of s. 3 of the Libel Act, 1843, and reference was made to the dissenting judgment of Fletcher-Moulton, L.J., in *Hyams* v. *Stuart-King, supra*. By s. 31: "Every person who with intent—(*a*) to extort any valuable thing from any person . . . (2) . . . threatens to publish . . . or . . . proposes to abstain from or offers to prevent the . . . publishing of any matter or thing touching any other person . . . shall be guilty of a misdemeanour . . ."

LAWRENCE, J., said that, in accordance with *Hyams* v. *Stuart-King, supra*, an authority of the Court of Appeal, which had been followed ever since, the new agreement was not void. But it was then argued for the defendant that, by reason of s. 31 of the Larceny Act, 1916, it was illegal and criminal to enter into any such agreement as was held in *Hyams* v. *Stuart-King, supra*, to be enforceable. And it was said that that point was not drawn to the attention of the Court of Appeal in that case, and that it had never been drawn to the attention of any court in which such cases had been subsequently heard. In his (his lordship's) opinion, there was no substance in that point. It was sufficient for him to say that it was not extortion within the meaning of s. 31 to take every step which could be taken by way of reporting defaulters to Tattersalls' Committee. That was the view which seemed to have been taken by the court in *Hyams* v. *Stuart-King, supra*, and which was explicitly taken by Farwell, L.J. ([1908] 2 K.B., at p. 725). It was true that s. 31 of the Act of 1916 had not then been passed. Section 3 of the Libel Act, 1843, did not appear to have been expressly brought to the attention of the court, but he (Lawrence, J.) was satisfied that Farwell, L.J., was there expressing his opinion as to the whole law of blackmail. Section 31 of the Act of 1916, therefore, had no application to the facts of the present case. There must be judgment for the plaintiff for £100, with costs.

COUNSEL: *H. H. Hanworth*, for the plaintiff; *R. E. Manningham-Buller*, for the defendant.

SOLICITORS: *Leslie Marrison; Percy Bono & Griffith*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Daily Mirror Newspapers Ltd. *v.* Exclusive News Agency.

DU PARCQ, J. 2nd November, 1937.

NEWSPAPER—ARTICLE SUPPLIED BY NEWS AGENCY—PHOTOGRAPH OF WRONG PERSON ATTACHED—DAMAGES FOR LIBEL OBTAINED AGAINST NEWSPAPER—ACTION SETTLED—RIGHT OF INDEMNITY AGAINST AGENCY.

Action for indemnity or contribution for damages incurred by the plaintiffs in a libel action brought against them.

The plaintiffs complained that the defendants sent them a photograph, purporting to be of an actress, to which photograph was pasted a cutting stating *inter alia* that the lady was bringing an action for breach of promise against a coloured prince. In fact, the picture was of a different person, a married woman moving in good society, who recovered damages for libel against the present plaintiffs.

DU PARCQ, J., said that the case was of interest and possibly of importance. There was the licence to use the photograph, and at the very root of the contract was the condition that this was a photograph of the actress in question. It would have been easy for the defendants to avoid the consequence of any such offer by saying that they could not guarantee that it was a photograph of her and might be that of some other person. The defendants sent what purported to be a photograph of the actress, intending that it should be published. They held the copyright, and without their permission the *Daily Mirror* would have had no right to publish it. What the defendants were being paid for was the permission to publish it. The present plaintiffs had accepted the offer made by the defendants by publishing a reproduction of the photograph with a caption abstracted from an article, which was attached to it. In those circumstances, it appeared that the case might be put quite simply, without any reference to s. 6 of the Law Reform (Married Women and Tortfeasors) Act, 1935, at all. It was clear that the condition of the contract was broken, and anybody should have known that, if the photograph was not the right one, a libel action was likely to follow. The damages in settlement had been reasonably paid with an idea of lessening the cost, and he (his lordship) thought that they flowed from the breach of contract. He was satisfied that it was the breach of contract on the part of the defendants which had led directly to the publication by the plaintiffs of the photograph and article, and as a result of which the plaintiffs had had to pay the sum which they had paid. He preferred to put his judgment on that ground. With regard to s. 6 (1) (*c*) of the Act of 1935, he need not decide the question whether the same damage flowed from the tort of both parties. He had a strong view that it did. He was inclined to think that the tort was that of the defendants as much as it was of the plaintiffs. The result was that the plaintiffs succeeded, and that they were entitled to the sum of £600 and the two sums which they had had to pay in respect of costs. There would be judgment for the plaintiffs for £723 9s.

COUNSEL: *R. P. Croom-Johnson*, K.C., and *Ewen Montagu*, for the plaintiffs; *Cyril King*, K.C., and *F. N. Bucher*, for the defendants.

SOLICITORS: *Michael Abrahams, Sons & Co.; Bridge, Halligey & Charles.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Dried Milk Products Ltd. *v.* Milk Marketing Board.

Goddard, J. 8th November, 1937.

MILK MARKETING—SCHEME—BOTTLED CREAM—REBATE.

Special case stated by an arbitrator.

The following facts appeared from the special case: The Milk Marketing Board have power to determine (*a*) the description of milk to be sold, and (*b*) the price at, below, or above which, the person to or through the agency of whom,

and the terms on which, milk, or any description or quantity of milk, may be sold. The purchaser is required to pay a fixed price, but may be entitled to receive a rebate varying in amount according to the purpose for which the milk is to be used. The rebates differ according as the milk is to be made into cheese, butter, cream cheese, condensed milk for home consumption, condensed milk for export, milk powder, fresh cream, tinned cream, ice cream, chocolate cream, sterilised milk for export, or milk manufactured into other products. The appellants made a practice of putting cream into both tins and bottles, and then placed the tins or the bottles into a steaming chamber in which the cream was sterilised. The question at issue was whether they were entitled, in respect of the bottled cream, to the rebate allowed on tinned cream, or to that allowed on milk manufactured into other products. It was contended for the appellants that no distinction could be drawn between cream which was placed in tins and cream which was placed in bottles. The decisive fact was that the substance inside each was the same. It was contended for the Board that the cream was put into the bottles to be subsequently sterilised in the steaming chamber, and the sterilising was a process of manufacture which took the cream out of the class of tinned cream and put it in the class of milk manufactured into other products.

GODDARD, J., said that milk could not become a different substance merely because it was in a different container, even though the last step in the process of sterilisation took place after the cream had been bottled or tinned. The Act did not give the Board power to fix different prices for the article according to the way in which it was packed. In this case the contents of the two forms of container were exactly the same, and in his view the appellants were right in maintaining that their bottled cream was tinned cream for the purposes of the rebate clause.

COUNSEL: *Hubert Hull*, for the appellants; *Graham-Dixon*, for the Board.

SOLICITORS: *Reynolds, Sons & Gorst; Ellis & Fairbairn.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Books Received.

Lectures and Transactions of the Incorporated Accountants' Students' Society of London and District, 1936-37. Demy 8vo. pp. xiii and 176. London: Incorporated Accountants' Students' Society. Price 3s. 6d.

The Journal of Criminal Law. No. 4. October, 1937. London: The Journal of Criminal Law. Quarterly. 5s.

Police Procedure and Administration. By CECIL C. H. MORIARTY, O.B.E., LL.D. Third Edition, 1937. Crown 8vo. pp. xv and (with Index) 312. London: Butterworth & Co. (Publishers) Ltd. 5s. net.

Death Duties and Probate Practice. By S. C. HOUGH. 1937. Demy 8vo. pp. xv and (with Index) 207. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

The Yearly Supreme Court Practice, 1938. By P. R. SIMNER, C.B., a Master of the Supreme Court of Judicature, HAROLD G. MEYER, of the Inner Temple, Barrister-at-Law, H. HINTON, M.B.E., of the Supreme Court, and F. C. ALLAWAY, M.B.E., of the Chancery Division. Demy 8vo. pp. ccccIxxxiii and 2,670 (Index, 429). London: Butterworth & Co. (Publishers) Ltd. 45s. net.

The Solicitors' Diary, Almanac and Legal Directory, 1938. Edited by R. W. D. SANDFORD, B.A., Solicitor. London: Waterlow & Sons, Ltd. 8s. to 15s. net.

The Parliament-House Book, 1937-38. Edinburgh: W. Green & Son, Ltd. 21s. net.

Obituary.

HIS HONOUR H. NEWELL.

His Honour Harold Newell, formerly Judge of County Courts on Circuit 19, died at Darley Dale, Derbyshire, on Friday, 5th November, at the age of seventy-one. He was called to the Bar by the Middle Temple in 1895, and joined the North-Eastern Circuit. In 1920 he was appointed Judge of County Courts on Circuit 19 (Derbyshire, etc.), but he retired in 1928. He was chairman of the Matlock Bench of Magistrates. His only daughter, Miss Bridget Newell, J.P., Barrister-at-Law, died last June.

MR. E. K. CORRIE.

Mr. Edward Knowles Corrie, M.A., Barrister-at-Law, of Stone Buildings, Lincoln's Inn, W.C., died on Wednesday, 3rd November, at the age of eighty-two. Mr. Corrie, who was educated at Eton and King's College, Cambridge, was called to the Bar by the Inner Temple in 1878, and practised at the Chancery Bar. He was a member of the staff of the Incorporated Council of Law Reporting.

MR. D. L. ADDISON-SMITH.

Mr. David Lind Addison-Smith, Solicitor in the Supreme Courts of Scotland, died in a nursing home in Edinburgh, on Tuesday, 2nd November, at the age of sixty-four. Mr. Addison-Smith, who was admitted in 1895, was a member of the firm of Messrs. R. Addison-Smith & Co., W.S., of Heriot Row, Edinburgh.

MR. H. M. HILBERY.

Mr. Henry Moncaster Hilbery, solicitor, senior partner in the firm of Messrs. Henry Hilbery & Son, of South Square, Gray's Inn, W.C., died in Middlesex Hospital on Friday, 5th November. Mr. Hilbery, who was the brother of Mr. Justice Hilbery, was educated at University College School, and was admitted a solicitor in 1899. He was the official solicitor in London to the Belgian Embassy and Government. He was awarded the Order of the Belgian Crown in 1920, and the Order of Leopold in 1934.

Parliamentary News.

Progress of Bills.

House of Lords.

Dominica Bill.
Read First Time. [9th November.

Expiring Laws Continuance Bill.
Read First Time. [9th November.

Merchant Shipping (Superannuation Contributions) Bill.
Read Second Time. [9th November.

Road Traffic Amendment Bill.
Read First Time. [9th November.

House of Commons.

Air-Raid Precautions Bill.
Read First Time. [4th November.

Cinematograph Films Bill.
Read Second Time. [4th November.

Coal Bill.
Read First Time. [10th November.

Expiring Laws Continuance Bill.
Read Third Time. [8th November.

Housing (Agricultural Population) (Scotland) Bill.
Read Second Time. [9th November.

Inheritance (Family Provision) Bill.
Read Second Time. [5th November.

Journalists (Registration) Bill.
Read First Time. [10th November.

Land Tax Commissioners Bill.
Read Second Time. [8th November.

Ministry of Health Provisional Order (Halifax) Bill.
Read First Time. [10th November.

Public Health (Coal Mine Refuse) Bill.
Read First Time. [9th November.
Superannuation (Various Services) Bill.
Read First Time. [8th November.
Supreme Court of Judicature (Amendment) Bill.
Read Second Time. [8th November.

Questions to Ministers.

COURTS OF SUMMARY JURISDICTION (FINES, RECEIPTS).

Mr. R. C. MORRISON asked the Home Secretary whether he is aware that certain magistrates' courts do not issue receipts for fines imposed on motorists; and whether he is satisfied that the practice of collecting large sums of money as fines, without the issue of receipts, is satisfactory.

Sir S. HOARE: In my opinion it is desirable that a proper acknowledgment should be sent when payment of a fine is made through the post, and I believe that this is the practice at most courts of summary jurisdiction. [4th November.

RENT RESTRICTION ACTS.

Mr. WHITELEY asked the Minister of Health whether he will state, for each of the ranges of rateable value represented by classes A, B, and C, the number of houses controlled under the Rent Restriction Acts; the number of houses which have become decontrolled; and the number of houses which have never been controlled under the Rent Acts.

Sir K. WOOD: I will send the hon. Member a Memorandum (Command 4208) showing the estimated numbers of controlled and decontrolled houses in the three classes A, B and C in 1932 but I have no comprehensive information as to the number to-day. By the Act of 1933 Class A houses were decontrolled, Class B houses continued to become decontrolled on the landlord gaining possession, and Class C houses were excluded from the operation of the provisions relating to decontrol. I hope to receive shortly the report of the Departmental Committee at present investigating the working of the Acts. [4th November.

MAGISTRACY.

Sir F. SANDERSON asked the Attorney-General whether he can state the approximate numbers of justices of peace on the various commissions of the peace who never attend the courts owing to age or for other reasons; and will he consider taking steps to require all those justices to retire who have not attended for a period of three years.

THE ATTORNEY-GENERAL: I regret I am unable to give the numbers. There are 319 Commissions of the Peace and it would be an unjustifiable expenditure of public time and money to ascertain the figures for each of these Commissions. But before any additional appointments are made to any particular Commission, my Noble Friend the Lord Chancellor causes a careful scrutiny to be made of the numbers of magistrates, and returns are supplied of those who do not attend the Courts for various reasons. In the absence of any valid reason, justices who have not attended the Bench or performed any other magisterial work for a period of three years should certainly retire. [8th November.

TRUSTEESHIPS (PROSECUTIONS).

Mr. PORRITT asked the Attorney-General whether his attention has been drawn to recent prosecutions for embezzlement instituted against members of the legal profession acting, in each case, as a single trustee; and whether, in consequence, and for the better protection of the public, he will consider amending the law which entitles a single individual to exercise full powers of trusteeship.

THE ATTORNEY-GENERAL: I am aware that there have been a certain number of such prosecutions. There are at present certain cases in which an individual cannot exercise the powers of full trusteeship, but the amendment suggested would involve increased expense and in some cases delay, and would not, I think, be justified by the cases, comparatively few in number, to which my hon. Friend refers. [10th November.

LOCAL STATUTES.

Mr. JOEL asked the Financial Secretary to the Treasury whether he is aware that no general index of local statutes has been prepared since 1899; whether an up-to-date index is now in course of preparation; and, if not, whether, for the convenience of all concerned, he will give instructions for the preparation of an up-to-date index at the earliest possible opportunity.

THE ATTORNEY-GENERAL: I have been asked to reply. It is true that there is no up-to-date general index of local statutes although there is published each year as one of the official publications for which the Statute Law Committee is responsible an Index of Local and Public Acts of the Session. A consolidated index of the Local Acts covering the period from 1900 onwards would be a matter for consideration by the Statute Law Committee. I will take steps to see that this matter is considered by that Committee at its next meeting. [10th November.

Societies.

Solicitors' Benevolent Association.

Mr. ROBERT C. NESBITT, Chairman of this association, took the chair at a festival dinner, held at Drapers' Hall on the 3rd November, 1937. After the Royal toasts had been honoured, Sir WILFRID GREENE, Master of the Rolls, proposed the toast of the Solicitors' Benevolent Association. When accepting the invitation to speak, Sir Wilfrid said, he had not realised that it would be before his predecessor in office, and Lord Wright was no doubt congratulating himself on having escaped making the opening speech and considering how much better he could have performed himself. The Master of the Rolls was popularly supposed to iulfil a variety of functions. The other day he had been asked to provide the colonel of an infantry regiment with badges for the Royal Enclosure at Ascot; the next letter he had opened had asked him to make an order forbidding nurses to wear uniform because it gave them an unfair advantage over other ladies. One of the most painful results of going on to the bench was the severance of old associations, not from choice but of necessity. The Master of the Rolls, however, had this very great advantage, that although he had left the Bar he was still able in his official capacity to keep in very close touch with those many friends among the solicitors' profession whom he had met while at the Bar. He valued no privilege higher than that of being allowed to propose the toast of his friends in this association.

For eighty years the association had brought comfort to innumerable people. Nothing was more sad than the fate of a professional colleague who had fallen upon hard times, but who had by upbringing been accustomed to a certain minimum of comfort, privacy and culture. He and his dependants had, through this association, been enabled to keep their self-respect and those other things in life which were very precious to them. To-day the association was more flourishing than ever. Sir Wilfrid had been very interested to see the large sums which the Board had been able to dispense. With a membership of between 6,000 and 7,000 they had during the last year distributed £17,000, and during the eighty years of their history they had given nearly half a million pounds in benefit. He would like to commend the hospitality they were enjoying to Mr. Justice Tucker, whom he believed to be the treasurer of the Barristers' Benevolent Association. Such an admirable dinner as he had enjoyed, furnished for him with the most sprightly conversation on his right and left, could not but help the proceedings of that association.

THE CHAIRMAN moved a vote of thanks to the Master and the Wardens of the Drapers' Company for the privilege of dining in their historic hall, which was not one lightly granted. It was a rare thing for the Master to be a guest during his year of office in his own hall; they welcomed him cordially, together with his predecessor and the clerk to the company. He assured them that had they come to see how the association behaved, or to keep a watchful eye on the magnificent plate displayed on the tables, they would find little cause for complaint. He added that it was a matter of pardonable pride to him to be sitting in the chair, not only because he was chairman of the association, but because he believed that his family was the oldest connected with the Drapers' Company. The first Nesbitt had been elected a draper in 1689, and since that time there had always been a Nesbitt in the company.

He paid a tribute to the founder of the association, Mr. James Anderton, whose picture was published each year in the report. He was a Lincoln solicitor who had founded the association in 1782 by holding meetings in all the large towns in the kingdom. The outstanding feature of the year had been the receipt of £50 from a Yorkshire solicitor, £1 for each of his years on the roll. A circular letter describing this man's action to his contemporaries had realised £900. The Chairman recalled other letters appealing on behalf of charity, particularly one from the Bishop of London to *The Times* which had in three weeks produced £35,000. It

was not satisfactory to the directors that out of 16,000 solicitors on the roll only 6,500 subscribed. They looked for suggestions as well as for help and support in the increasing of their list of subscribers.

Mr. Justice TUCKER said that he had often been given a brief at the last possible moment, and he found himself in a similar position that night, because he had had only two days in which to prepare an answer to the toast of "The Guests." He wondered if his connection with the Barristers' Benevolent Association had prompted this invitation to speak. That association dealt with the same distressing variety of cases as did its sister association. He had found great pleasure as secretary, treasurer and committee member of his association in meeting, as a common-law man, members of the Chancery side whom otherwise he might never have met. The first time, for instance, that he had met the Master of the Rolls had been at a meeting of his association's committee. He had been a little surprised to hear the Master of the Rolls suggest that the Barristers' Benevolent Association were possibly deficient in not holding a dinner, for he fancied that Sir Wilfrid had been a member of the sub-committee appointed to report on that very matter. The Bar Association had from time to time considered the suggestion most seriously, and Mr. Justice Tucker would pass it on again a great deal more readily now that the organisation of such a dinner would not fall upon his shoulders.

The Chairman, he observed, had used the phrase "that simple but praiseworthy deception" with reference to an effort to raise funds. Had he still been practising at the Bar, that was a phrase which would have stood him in good stead while defending someone on a charge of false pretences—perhaps at Quarter Sessions before Lord Wright!

LORD WRIGHT said that he was only too happy to fall in with a suggestion made to him that he should propose the health of the Chairman. It was not a matter which in that assembly called for many words. Not only was Mr. Nesbitt a distinguished member of a great profession, but he was also zealous in the performance of public and philanthropic work. He had been a member of Parliament for seven years, and took a leading part in a great many philanthropic associations and societies.

THE CHAIRMAN thanked Lord Wright for his speech.

The Law Society.

EVENING MEETING.

The next evening meeting of members of The Law Society will be held on Thursday, 18th November, at 8 o'clock, in the Society's Hall, Chancery Lane, London.

The following subjects have been selected for discussion at the meeting:—

(1) Does the public suffer from the growing encroachment upon solicitors' work, and, if so, what is the appropriate remedy?

(2) What steps can be taken by members of the Society to increase the Society's membership?

United Law Society.

At a meeting of the United Law Society, held in the Middle Temple Common Room, on Monday, 1st November (Chairman, Mr. R. E. Ball), Mr. W. M. Permewan proposed: "That the return to Germany of her former colonies commends itself to this House." Mr. J. L. P. Harris opposed. Messrs. J. H. Vine Hall, A. J. Pratt, C. H. Pritchard, H. Everett, E. D. Smith, F. D. Lawton, F. R. McQuown, R. J. Kent and O. T. Hill also spoke and, after Mr. Permewan had replied, the motion was lost by seven votes. Attendance nineteen (including two visitors).

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Court Room, on Tuesday, 2nd November (Chairman, Mr. P. H. North-Lewis), the subject for debate was: "That the case of *Beresford* v. *Royal Insurance Company Limited* [1937] 2 K.B. 197, was wrongly decided." Mr. J. K. Thorpe opened in the affirmative. Mr. L. E. Long opened in the negative. Mr. A. E. Clutterbuck seconded in the affirmative. Mr. D. C. Thomas seconded in the negative. The following members also spoke: Messrs. A. L. Scholes, K. E. Elphinstone, G. A. Russo, M. C. Batten, A. T. Wilson, H. F. Dowding, M. C. Green, J. Shaw, A. L. Slater, W. M. Pleadwell, R. E. Selby, and J. Smith. The opener having replied, and the Chairman having summed up, the motion was carried by one vote. There were nineteen members and one visitor present.

Legal Notes and News.

Honours and Appointments.

The India Office announces that the King has been graciously pleased to approve the appointment of Mr. ROOPENDRA COOMAR MITTER to be a Puisne Judge of the High Court of Judicature in Bengal, in succession to Mr. Justice Surendra Nath Guha, with effect from 8th November.

The India Office announces that the King has been graciously pleased to approve the appointment of Mr. HAROLD ALFRED CECIL BLACKER, I.C.S., to be a Puisne Judge of the High Court of Judicature at Lahore in succession to Mr. Justice Coldstream, with effect from 23rd December next.

The Colonial Office announces the following appointments and promotions in the Colonial Legal Service:—Mr. E. H. HANSON, appointed Magistrate, Uganda; Mr. E. T. HAYWOOD, appointed Assistant Administrator General, Tanganyika; Mr. H. S. PALMER, appointed Magistrate, Northern Rhodesia; Mr. O. L. BANCROFT (Public Trustee, Provost Marshal and Official Assignee, Barbados), appointed Stipendiary and Circuit Magistrate, Bahamas; Captain G. CALLOW, D.S.O., M.C. (Magistrate, Protectorate Courts, Nigeria), appointed Crown Counsel, Sierra Leone; Mr. E. J. DAVIES (Solicitor-General, Trinidad), appointed Deputy Legal Adviser, Federated Malay States; Mr. R. D. R. HILL (Stipendiary Magistrate, British Guiana), appointed Resident Magistrate, Jamaica; Mr. W. E HOWARD-FLANDERS (Administrator General and Official Receiver, Northern Rhodesia), appointed Administrator-General, Nigeria; Mr. G. L. JOBLING (Crown Counsel, Tanganyika), appointed Legal Draftsman, Nigeria; Mr. A. MCKISACK (Magistrate), appointed Crown Counsel, Uganda.

Newcastle City Council have appointed Mr. JOHN ATKINSON, the Deputy Town Clerk, as Town Clerk of the city, in succession to the late Sir Arthur M. Oliver. Mr. Atkinson was admitted a solicitor in 1926.

Mr. J. A. JOHNSON, Deputy Town Clerk of Poole, has been selected for the post of Deputy Town Clerk of South Shields. Mr. Johnson was admitted a solicitor in 1932.

Mr. H. CALDWELL, Assistant Town Clerk, has been promoted to the post of Deputy Town Clerk of Southport in succession to Mr. J. W. Wilkinson, who has retired. Mr. Caldwell was admitted a solicitor in 1923.

Mr. W. J. C. TODD, M.A., Second Assistant Solicitor to West Hartlepool Corporation, has been appointed an Assistant Solicitor to the Cheshire County Council. Mr. Todd was admitted a solicitor in 1935.

Professional Announcements.

(2s. per line.)

Messrs. LOCKER, ANDREW & CO., solicitors, of 9, Gray's Inn Square, W.C.1, desire to give notice that they have taken into partnership, as from the 1st November, 1937, Mr. PHILIP SIVE, who has been associated with them for some time. The firm name will remain unchanged.

SHORTHAND NOTES IN THE HIGH COURT.

The attention of our readers is called to the fact that the new Shorthand Writers' Association is officially authorised to take notes in *witness actions only*. In all other cases solicitors should instruct their own shorthand writers as heretofore.

AUTUMN ASSIZES.

The following days and places have been fixed for holding the Autumn Assizes on the South Wales Circuit:—

Mr. Justice LAWRENCE.—Tuesday, 23rd November, at Carmarthen; Saturday, 27th November, at Brecon.

Mr. Justice HUMPHREYS and Mr. Justice LAWRENCE.—Tuesday, 30th November, at Cardiff.

IMPORTANT NOTICE TO SOLICITORS.

ANNUAL PRACTISING CERTIFICATES.

Practising certificates for the year 1936–7 will expire on the 15th November, and should be renewed before the 15th December.

All certificates on which the duty is paid after the 1st January next must be left with The Law Society for entry, and the names of solicitors taking out their certificates after that date cannot be included in the Law List for 1938.

Notes.

The directors of the Alliance Assurance Company Ltd. at their meeting declared an interim dividend, payable on the 5th January, 1938, of eight shillings per share, less income tax.

The next Quarter Sessions of the Peace for the Borough of Wolverhampton will be held at the Sessions Court, Town Hall, North Street, Wolverhampton, on Monday, 15th November, at 10 o'clock in the forenoon.

The Fifth Annual Conference of the British Records Association will be held at Burlington House, on Monday, 15th November, at 10.30 a.m. The reception will be held at Skinner's Hall, Dowgate Hill, E.C., at 9 p.m.

H.M. LAND REGISTRY.

OFFICIAL SEARCHES IN FORM 94 RELATING TO UNFENCED PLOTS ON A BUILDING ESTATE.

1. The Chief Land Registrar wishes to draw the attention of solicitors to the following optional modification in the practice regarding official searches in Form 94 affecting unfenced plots on a building estate.

Hitherto it has been necessary to define such plots by means of a plan *in duplicate* so that the Registry may retain one copy for the purpose of record in the Registry and issue the duplicate with the certificate of the result of the search.

Many solicitors are anxious to avoid the expense of preparing the *duplicate* plan and do not require it to enable them to identify the plot concerned when the certificate of the result of the search is issued to them. They are satisfied, therefore, if the certificate of the result of the search is issued to them without the duplicate plan being annexed thereto.

The Chief Land Registrar has therefore directed that if in future no *duplicate* plan accompanies an application for an official search in Form 94, the application should not be refused on that ground but that the search should be made and the certificate of the result issued without a plan being attached thereto. It will be assumed that this is what the solicitors who do not supply the plan in duplicate desire.

2. In this connection solicitors are reminded that if the vendors of a building estate choose, for the purpose of facilitating the identification of plots on Form 94, to deposit at the Land Registry a copy of the estate plan in duplicate, with the plot numbers set out thereon, the Registry is prepared to approve the estate plan so deposited and to issue the duplicate plan officially stamped by the Registry as having been approved for reference on Form 94 for the purpose of identifying plots thereon, and so save purchasers the cost of having to prepare plans to attach to Form 94.

Purchasers, if relying on a plot number for the description of the land, should see that the estate plan in the possession of the vendors is officially stamped by the Land Registry as having been approved for use on Form 94 otherwise the application for the search must be rejected as the Registry cannot identify the plot concerned.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 1.	GROUP II. MR. JUSTICE CLAUSON. Non-Witness.	MR. JUSTICE LUXMOORE. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Nov. 15	Hicks Beach	Ritchie	Andrews	*Hicks Beach
,, 16	Andrews	Blaker	Jones	*Andrews
,, 17	Jones	More	Ritchie	*Jones
,, 18	Ritchie	Hicks Beach	Blaker	*Ritchie
,, 19	Blaker	Andrews	More	*Blaker
,, 20	More	Jones	Hicks Beach	More

DATE.	GROUP II. MR. JUSTICE FARWELL. Witness. Part I.	MR. JUSTICE BENNETT. Witness. Part II.	GROUP I. MR. JUSTICE CROSSMAN. Non-Witness.	MR JUSTICE SIMONDS. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Nov. 15	*More	Ritchie	Blaker	*Jones
,, 16	*Hicks Beach	Blaker	More	*Ritchie
,, 17	*Andrews	More	Hicks Beach	*Blaker
,, 18	Jones	Hicks Beach	Andrews	*More
,, 19	Ritchie	Andrews	Jones	*Hicks Beach
,, 20	Blaker	Jones	Ritchie	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 18th November, 1937.

	Div. Months.	Middle Price 10 Nov. 1937.	Flat Interest Yield.	‡ Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	111	3 12 1	3 4 4
Consols 2½%	JAJO	76¼	3 5 6	—
War Loan 3½% 1952 or after ...	JD	101⅝	3 8 11	3 7 3
Funding 4% Loan 1960-90	MN	112½	3 11 1	3 3 11
Funding 3% Loan 1959-69	AO	97½	3 1 6	3 2 6
Funding 2¾% Loan 1952-57	JD	95¼xd	2 17 7	3 1 0
Funding 2½% Loan 1956-61	AO	89½	2 15 10	3 3 0
Victory 4% Loan Av. life 22 years ...	MS	111½	3 11 9	3 5 3
Conversion 5% Loan 1944-64 ...	MN	113½	4 8 1	2 10 10
Conversion 4½% Loan 1940-44 ...	JJ	107⅜	4 3 10	1 18 11
Conversion 3½% Loan 1961 or after	AO	102¼	3 8 6	3 7 2
Conversion 3% Loan 1948-53 ...	MS	101	2 19 5	2 17 8
Conversion 2½% Loan 1944-49 ...	AO	97⅜	2 11 4	2 15 6
Local Loans 3% Stock 1912 or after .	JAJO	88¼	3 8 0	—
Bank Stock	AO	342½	3 10 0	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	80	3 8 9	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	87½	3 8 7	—
India 4½% 1950-55	MN	111	4 1 1	3 8 7
India 3½% 1931 or after	JAJO	94	3 14 6	—
India 3% 1948 or after	JAJO	80	3 15 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	111	4 1 1	3 16 10
Sudan 4% 1974 Red. in part after 1950	MN	107½	3 14 5	3 5 8
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 2 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	106	4 4 11	2 17 8
Lon. Elec. T. F. Corpn. 2¼% 1950-55	FA	90	2 15 7	3 4 10
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 10 11
Australia (Commonw'th) 3% 1955-58	AO	90	3 6 8	3 13 9
Canada 4% 1953-58	MS	109	3 13 5	3 5 5
*Natal 3% 1929-49	JJ	99	3 0 7	3 2 3
New South Wales 3½% 1930-50 ...	JJ	99	3 10 8	3 12 0
New Zealand 3% 1945	AO	98	3 1 3	3 6 1
Nigeria 4% 1963	AO	108	3 14 1	3 10 6
Queensland 3½% 1950-70	JJ	98	3 11 5	3 12 1
South Africa 3½% 1953-73	JD	101xd	3 9 4	3 8 4
Victoria 3½% 1929-49	AO	99	3 10 8	3 12 1
CORPORATION STOCKS				
Birmingham 3% 1947 or after ...	JJ	87	3 9 0	—
Croydon 3% 1940-60	AO	94	3 3 10	3 7 10
*Essex County 3½% 1952-72 ...	JD	102	3 8 8	3 6 8
Leeds 3% 1927 or after	JJ	84	3 11 5	—
Liverpool 3½% Redeemable by agreement with holders or by purchase...	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72½xd	3 9 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	86xd	3 9 9	—
Manchester 3% 1941 or after ...	FA	85	3 10 7	—
Metropolitan Consd. 2½% 1920-49 ...	MJSD	96xd	2 12 1	2 18 0
Metropolitan Water Board 3% "A" 1963-2003	AO	87½	3 8 7	3 9 9
Do. do. 3% "B" 1934-2003 ...	MS	89½	3 7 0	3 7 11
Do. do. 3% "E" 1953-73 ...	JJ	94½	3 3 6	3 5 3
*Middlesex County Council 4% 1952-72	MN	106	3 15 6	3 9 7
* Do. do. 4½% 1950-70	MN	112	4 0 4	3 6 10
Nottingham 3% Irredeemable ...	MN	83½	3 11 10	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 7 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ...	JJ	108	3 14 1	—
Gt. Western Rly. 4½% Debenture ...	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture ...	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge ...	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	125	4 0 0	—
Gt. Western Rly. 5% Preference ...	MA	118	4 4 9	—
Southern Rly. 4% Debenture ...	JJ	107	3 14 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 1
Southern Rly. 5% Guaranteed ...	MA	125	4 0 0	—
Southern Rly. 5% Preference ...	MA	115	4 6 11	—

* Not available to Trustees over par.

‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.